

UNIVERSITY *of*
TASMANIA

Staff Agreement

2017-2021



PART A - ADMINISTRATIVE ARRANGEMENTS

1. TITLE

This Agreement shall be known as the University of Tasmania Staff Agreement 2017 – 2021.

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 Residential Pastoral Care Employees (including Residential Support Officers)

- (a) Only the following clauses of this Agreement apply to Employees appointed by the University to provide pastoral care to residential students:
 - (i) Part A – Administrative Arrangements;
 - (ii) Part C – Consultation and Flexibility Arrangements; and
 - (iii) Clause 29 (Superannuation).
- (b) Where Employees who are subject to clause (c)(a) above are provided with accommodation for which they pay rent, those Employees will be charged rent equal to the 'Self-Catered Rate' being charged by the University and will be paid a Salary equal to this amount.

3.3 Farm Hands, Shed Hands and Pieceworkers

- (a) Only the following clauses of this Agreement apply to Employees engaged as farm hands, shed hands or pieceworkers at the University farms:
 - (i) Part A – Administrative Arrangements;
 - (ii) Part C – Consultation and Flexibility Arrangements; and
 - (iii) Clause 29 (Superannuation).
- (b) Shearers and shed hands engaged in work in the Pastoral Industry as defined by clause 4 of the Pastoral Award 2010 (MA000035) will be paid in accordance with that Award.
- (c) Farm hands engaged in work in the Horticulture Industry as defined by clause 4 of the Horticulture Award 2010 (MA000028) will be paid in accordance with that Award.

4. OPERATION OF AGREEMENT

- (a) This Agreement shall commence 7 days after FWC approves the Agreement.
- (b) The nominal expiry date of this Agreement is 1 July 2021.
- (c) This Agreement will continue in operation after the nominal expiry date until replaced or terminated in accordance with the Act.
- (d) The Parties may agree to commence negotiations for a new Agreement 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 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 18.4 (Casual Employee).
Continuous Shiftworker	means a Shiftworker who undertakes work pursuant to a seven day per week / 24 hours per day shift roster and which requires Shiftworkers to rotate or alternate in the working of such shifts.
Continuing Employee	means an Employee, who is employed on an ongoing basis without a contract expiry date.
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 opportunity to influence the decision maker.
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(a) (Operation of Agreement).
Dean	means the Dean of a Faculty.
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 by the University to discipline an Employee for under-performance, Misconduct or Serious Misconduct.
Disciplinary Review Committee ("DRC")	means the committee established under clause 71 (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.
Executive Director, Human Resources	means the member of the University's senior management who has portfolio responsibility for human resources.
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 18.2 (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 step child 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 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).

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 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 18.3 (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.
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.
Reasonably contemporaneous student consultation	means ad hoc student consultation directly associated with the Lecture, Tutorial or clinical nurse education session, and which occurs within seven 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> <p>(a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment; and</p> <p>(b) conduct that causes serious and imminent risk to:</p> <p>(i) the health or safety of a person; or</p> <p>(ii) the reputation, viability or profitability of the employer's business.</p> <p>The Regulations also list the following conduct as being deemed Serious Misconduct:</p> <p>(a) the Employee, in the course of the Employee's employment, engages in theft, fraud or assault;</p> <p>(b) the Employee being intoxicated at work;</p> <p>(c) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.</p> <p>Serious Misconduct includes repeated instances of wilful or deliberate related Misconduct.</p>
Shiftworker	<p>means an Employee who is:</p> <p>(a) Required to work in accordance with a roster cycle, on any of the 7 days of the week; and</p> <p>(b) Is regularly rostered to work those shifts; and</p> <p>(c) Regularly works on Sundays and public holidays.</p>
Spouse	<p>means:</p> <p>(a) Subject to paragraph (b) of this definition, Spouse includes a de facto or former spouse or "partner" as defined by the <i>Relationships Act 2003</i> (Tas), including a same-sex partner; and</p> <p>(b) In relation to clause 47.3 and 99.3 (Unpaid parental leave entitlements), Spouse includes a de facto spouse but does not include a former spouse.</p>
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 who is employed in accordance with Part N of this agreement.</p>
TESOL	<p>means 'Teaching English to Speakers of Other Languages'.</p>

Tutorial	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 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: (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 Research Institute, 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

- (a) 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.
- (b) 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

- (a) Other than as it outlined at clause 7(b) 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.
- (b) 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 4 and 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:
 - (i) Academic Promotion Criteria and Procedures;
 - (ii) Performance and Career Development Policy and Procedures;
 - (iii) Academic Probationary Procedures; and
 - (iv) Intellectual Property.

8. EMPLOYEE ACCESS TO THIS AGREEMENT

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

9. EMPLOYEE ACCESS TO EMPLOYEE FILE

Human Resources shall maintain, on behalf of the University, an employee file for each Employee. An Employee may make arrangements to view their employee file with Human Resources.

PART B - GENERAL REQUIREMENTS

10. INTELLECTUAL FREEDOM

- (a) 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 academics including the rights of creators of online teaching and learning materials.
- (b) Employees shall have freedom to:
 - (i) Engage in critical enquiry, intellectual discourse and public controversy within their area of professional expertise without fear or favour; and
 - (ii) 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.
- (c) Intellectual freedom does not include the right to harass, intimidate or vilify others.

11. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES

- (a) The University maintains a long-term, ongoing commitment to respectful engagement with Aboriginal and Torres Strait Islander people across all levels of the University. The University recognises that this commitment acknowledges the unique culture, customs and traditions of the Aboriginal and Torres Strait Islander peoples of Australia and the strength this commitment brings to the partnership between the University and Aboriginal and Torres Strait Islander peoples.
- (b) The University recognises the foundations of this commitment cannot exist without acknowledgement of significant historical factors that have impacted, and continue to impact, Aboriginal and Torres Strait Islander peoples.
- (c) To this end, the University's Strategic Plan for Aboriginal Engagement 2017-2020 (which does not form part of this Agreement) enacts the University's commitment to revitalise and embed its relationship with Aboriginal people, communities, culture and knowledge.

11.1 Aboriginal and Torres Strait Islander Employment

- (a) The University is committed to increase the number of Aboriginal and Torres Strait Islander peoples employed, as academic and non-academic staff consistent with the Review of Higher Education Access and Outcomes for Aboriginal and Torres Strait Islander People ("the Behrendt Report").
- (b) The Behrendt Report makes reference to the objective of national population parity which implies a potential target of approximately 60 Employees by 2020. The University notes that while reaffirming our commitment to this target, the University needs to recruit adequately qualified and competitive appointed professional and academic staff. In some cases these may be 'identified positions'. The University will use its best endeavours to reach this target during the life of this Agreement.

- (c) To ensure effective governance and reporting the University will use its best endeavours to take all reasonable steps to ensure implementation of strategic goals within Strategic Plan for Aboriginal Engagement 2017-2020.
- (d) The University will consult with the Unions and take all reasonable steps to achieve the objectives of the University of Tasmania Strategic Plan for Aboriginal Engagement (which does not form part of this Agreement). The University will report progress on clause 11.1(b) (above) on an annual basis, including to the Unions.

PART C - CONSULTATION & FLEXIBILITY

12. CONSULTATION

12.1 Consultation generally

- (a) The University recognises 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 plan, organise, manage and decide upon the operations of the University.

12.2 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;
 - (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 time lines;
 - (vi) existing and proposed organisational structures (where structural change is proposed); and
 - (vii) a University contact for feedback and questions.
- (d) Notwithstanding clause 12.2(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 Human Resources representatives will be scheduled during the consultation period, to seek clarification and/or to provide feedback.
- (f) 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; and
 - (ii) the plans for implementation.

- (g) In this clause (clause 12.2), 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 work force;
 - c. the skills required of the work force;
 - 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 50km).

12.3 Changes to rosters

- (a) Where the University proposes to change an Employee's regular roster or, 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) Give consideration to 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.

13. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) 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:
 - (i) deals with arrangements for when work is performed, overtime rates, penalty rates, or allowances;
 - (ii) meets the genuine needs of the University and the Employee in relation to the matter mentioned in paragraph (i); and
 - (iii) is genuinely agreed to by the University and the Employee.
- (b) The University must ensure that:
 - (i) agreement to an individual flexibility arrangement is not a precondition of employment or promotion;
 - (ii) 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 18 years of age); and
 - (iii) the Employee and their representative must have at least three (3) working days to consider the proposal.
- (c) The University must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under Section 172 of the Act;
 - (ii) are not unlawful terms under Section 194 of the Act;
 - (iii) 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
 - (iv) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (d) The University must ensure that the individual flexibility arrangement:
 - (i) is in writing;
 - (ii) includes the name of University and Employee;
 - (iii) is signed by the University and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (iv) includes details of:
 - a. the terms of this Agreement that will be varied by the arrangement;
 - b. how the arrangement will vary the effect of the terms;
 - c. 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
 - (v) states the day on which the arrangement commences.

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

14. EMPLOYMENT FLEXIBILITY

- (a) 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.
- (b) The University provides a range of employment flexibility measures including secondments, exchanges, job sharing, and conversion from full-time to part-time and back, and change of Employment Fraction.

PART D - DISPUTE RESOLUTION

15. DISPUTE RESOLUTION PROCEDURE

15.1 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 National Employment Standards (other than a dispute about whether the University had reasonable business grounds under Section 65(5) or 76(4) of the Act).

15.2 Representation

Any Employee involved in a dispute raised in accordance with this clause (clause 15 – Dispute Resolution Procedure) is entitled to be represented by their Union or by another representative at any or all stages of this procedure.

15.3 Requirements during a dispute

Until the procedures described in clauses 15.4 (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 15.4) has been completed; and
- (d) The Parties will make every attempt to avoid disruption to the University's normal business operations and work processes.

15.4 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 Human Resources. This internal dispute resolution step must be completed within 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 15.4(a) above and the dispute is not resolved, the dispute will be referred to the Executive Director, Human Resources. This internal dispute resolution step must be completed within 10 working days of referral to the Executive Director, Human Resources. The following requirements shall apply:
 - (i) The Executive Director, Human Resources (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.

15.5 Reference to the Fair Work Commission (“FWC”) for external dispute resolution

- (a) Should the dispute not be resolved by the processes referred to in clause 15.4 (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.

15.6 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 E - EMPLOYMENT ARRANGEMENTS

16. RECRUITMENT AND SELECTION OF EMPLOYEES – ELC AND PROFESSIONAL

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.

17. CONTRACT OF EMPLOYMENT

17.1 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.

17.2 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 "his" duties and would otherwise have ordinarily been required to attend for work.

18. TYPES OF EMPLOYMENT

18.1 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.

18.2 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.

18.3 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-month period, including a rolling twelve-month period, in circumstances where the job role does not require work over the full year.

18.4 Casual Employee

A Casual Employee is:

- (a) Engaged by the hour; and
- (b) Paid, in addition to the Ordinary Hourly Rate applicable to the Employee's position, a loading of 25% ('**Casual Loading**'); and
- (c) 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.

19. ANNUALISED HOURS – PART-TIME EMPLOYEES

- (a) A Part-time Employee may negotiate with the University to move to an annualised hours arrangement for a period of twelve months, with the Employee receiving reduced fortnightly payments based on his/her projected average Employment Fraction.
- (b) Options for annualised hours include:
 - (i) Work 100% fraction (or other nominated fraction) for 6 months, not work for 6 months;
 - (ii) Work during semesters at 100% fraction (or other nominated fraction), not work during semester breaks; or
 - (iii) Work for 9 months at 100% fraction (or other nominated fraction), not work for 3 months.
- (c) Where, in any pay period, an annualised hours Employee works in excess of the number of ordinary hours in the fortnight for which he/she is 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.
- (d) 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.
- (e) 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:

- (i) 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
- (ii) If an Employee has performed work for which he/she has not yet received payment by the University, the University will pay to the Employee such outstanding amount as at the date of termination.

20. FIXED-TERM EMPLOYMENT

20.1 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 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 5 years' duration;
 - (iii) A replacement appointment to cover an Employee on authorised leave or temporarily seconded away from his/her 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 2 years' duration as part of a professional or vocational education curriculum;
 - (vi) A pre-retirement contract of up to 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 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 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 at clause 20.1(a)(i) above may be extended once for a period of up to twelve (12) months at the discretion of the Executive Director, Human Resources (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 20.1(a) above.
- (d) Nothing in this clause (clause 20.1 (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 20.4 (Severance Pay) 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 in clause 20.1(a)(i) or (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 20.4 (Severance Pay), '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 20 working days.
- (h) The University shall provide Fixed-term Employees, other than Employees specified in clause 20.1(a)(iii) or (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 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks
An Employee over 45 years of age with at least 2 years' eligible service	An additional week's notice

- (i) Where an Employee has been continuously employed on fixed-term contracts for more than six (6) 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) On account of Serious Misconduct or under-performance 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 20.1(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 20.1(h), whichever is the lesser, plus the severance payment amount specified in clause 20.4 (Severance Payment). The provisions of clause 63 (Redundancy) do not apply.
- (l) Graduate teaching fellowships**
- (i) A graduate student of the University may be appointed as a part-time Teaching Fellow while the student is enrolled as a research higher degree student at the University.
 - (ii) Given the student's study requirements, the part-time Teaching Fellowship will not normally be more than a 50% Employment Fraction.
 - (iii) A Teaching Fellow will be responsible to the Head of School (or nominee) and may be requested to perform duties that include:
 - a. laboratory instruction and demonstrating;
 - b. Tutorials and Lectures;
 - c. teaching as a member of a teaching team; and

- d. being available for student consultation.
- (iv) A Teaching Fellow, during the period of their appointment and within their workload allocation, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic or other senior academic in developmental areas such as:
 - a. general approach to teaching;
 - b. discipline-specific approach to teaching; and
 - c. evaluation and improvement of teaching method.
- (v) As well as performing the required designated duties, a Teaching Fellow will be expected to diligently pursue the research higher degree for which they are enrolled.

(m) Contracts normally to be for the duration of a grant or work

- (i) 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.

20.2 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) Under-performance 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 20.2(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 60 (Termination by the University – ELC and Professional), whichever is the lesser plus the severance payment amount specified in clause 20.4 (Severance Payment). The provisions of clause 63.6 (Termination on the basis of redundancy – ELC and Professional Employees) 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 six (6) 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.

20.3 Right to Renewal

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

20.4 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 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 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.

21. CONVERSION OF FIXED-TERM EMPLOYMENT TO CONTINUING EMPLOYMENT

- (a) Where an Employee has been continuously employed on a fixed-term basis over a period of at least six (6) years 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.
- (b) 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.
- (c) Factors at the time of application that would ordinarily lead to an application being unsuccessful include, but are not limited to, the following:
 - (i) The Employee's appointment being principally funded from a source other than the University's Operating Funds;
 - (ii) The Employee holds an appointment for a specific task or project;
 - (iii) The Employee is employed to cover a temporary vacancy or to cover someone absent on leave;
 - (iv) The Employee is employed overseas;
 - (v) The Employee is employed on a pre-retirement contract;
 - (vi) The Employee holds a senior appointment at the level of Dean or above;
 - (vii) There is a decline in student numbers in the case of ELC Employees;
 - (viii) The fixed-term appointment is to meet a curriculum requirement in professional or vocational education for recent practical or commercial experience.
- (d) An Employee whose application for conversion is rejected will not be entitled to apply again within 12 months.
- (e) 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.

22. CASUAL EMPLOYMENT

(a) 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 where:

- (i) The work is irregular;
- (ii) To cover a short-term absence;
- (iii) To provide industry or professional experience; or
- (iv) To provide postgraduate opportunities.

(b) Casual induction

- (i) A Casual Employee who is engaged by the University to work more than thirty (30) hours, and who has not previously worked for the University, shall be required to undertake and complete an on-line induction program within two (2) weeks of commencement of employment.
- (ii) Upon completion of the on-line program, the Employee will be entitled to a payment for a period of up to three (3) hours' work.

(c) 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.

22.1 Academic Staff Members

- (a) The University will conduct a review in June of each year of the utilisation of casual academic employment by each School during the preceding calendar year. Where this mid-year review shows that the percentage that casual employment FTE of any School (or equivalent organisational unit) has increased by more than 5 "percentage points" compared to the previous calendar year (e.g. an increase from 7 per cent of FTE to more than 12 per cent of FTE), Human Resources will seek advice from the Head of School regarding the reasons for such increase and in relation to future casual employment projections.
- (b) The results of each review undertaken in accordance with clause 22.1(a) 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 alternative approaches that the University might decide upon to accommodate workload demands.
- (c) Where an Employee has been continuously employed on a casual basis for at least three (3) years, Human Resources will also discuss this situation with the Head of School with a view to the Employee being provided, where appropriate, with greater job security through a guarantee of further employment for a specific period of time.

(d) 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.

(e) Casual Employees engaged over an anticipated timeframe

- (i) 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.
- (ii) 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:
 - a. The expected date at which the casual appointment will expire;
 - b. The number of hours that are anticipated to be required over the length of the engagement; and
 - c. The total amount which will be earned by the Employee if he or she satisfactorily completes the required duties over the length of the engagement.
- (iii) 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 he or she satisfactorily completes 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.
- (iv) Should a Casual Employee engaged over an anticipated timeframe fail, for whatever reason, to work the hours which he or she should have worked, he or she must notify the relevant Supervisor or Head of School that he or she has not worked those hours. The Supervisor or Head of School and the Casual Employee may make alternative arrangements for the hours to be worked.
- (v) Where a Casual Employee fails to work the hours required by his/her engagement, notwithstanding any alternative arrangement made in accordance with clause 22.1(e)(iv) above, the University may reduce the Casual Employee's payment by the value of the hours not worked.
- (vi) 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 he or she will receive no further work, but that he or she will receive payment for work already performed.

(f) Recognition of casual service

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

(g) Reducing adverse impact of semester breaks

(i) 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:

- a. Library cards
- b. Email accounts
- c. 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.

22.2 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 would be attending the University on the day in question in their capacity as a student; or
- (ii) In order to meet their personal circumstances, request an engagement of less than two (2) hours.

22.3 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 would be attending the University on the day in question in their capacity as a student;
- (ii) Are engaged as fitness instructors or as sports referees/umpires;
- (iii) Are engaged as note-takers for students with a disability; or
- (iv) In order to meet their personal circumstances, request an engagement of less than three (3) hours.

23. CONVERSION OF CASUAL EMPLOYMENT TO CONTINUING OR FIXED-TERM EMPLOYMENT – ELC AND PROFESSIONAL

23.1 Right to apply for conversion

Human Resources will notify Casual Employees annually of their right to apply for conversion.

23.2 Eligibility for conversion

- (a) To be eligible to apply for conversion, a Casual Employee must have been employed on a regular and systematic basis in the same or a similar and identically classified position in the same Budget Centre, either:
 - (i) For the immediately preceding period of 12 months, during which period the average time worked equalled at least 36.75 hours per fortnight; or
 - (ii) For the immediately preceding period of at least 24 months.
- (b) For the purposes of this clause occasional and short-term work performed by a Casual Employee in another classification, position or Budget Centre shall not affect the Casual Employee's eligibility for conversion or be included in determining whether the Casual Employee meets or does not meet the eligibility requirements for conversion.

23.3 Applications for conversion

- (a) An application for conversion shall be submitted by the Casual Employee to his/her Head of Budget Centre.
- (b) The University shall 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 his/her 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 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 12 months except where:
 - (i) That rejection is solely based upon the ground set out in clause 23.3(b)(iii); and
 - (ii) That ground ceases to apply.

23.4 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 19 (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 77 (Shift Work) of this Agreement.

23.5 Recognition of casual service

A Casual Employee 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.

PART F - REMUNERATION & RELATED MATTERS

24. GENERAL REQUIREMENTS

- (a) 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.
- (b) The annual salaries payable to Employees are provided at Schedule 1 (Salary Rates), Schedule 2 (Salary Rates – ELC Employees), Schedule 3 (Salary Rates – Professional Employees) or Schedule 4 (Teaching-Focused Employees) of this Agreement.
- (c) The annual salaries provided at Schedule 1 (Salary Rates – Academic Staff Members), Schedule 2 (Salary Rates – ELC Employees), Schedule 3 (Salary Rates – Professional Employees) and Schedule 4 (Teaching-Focused Employees) are payable to Full-time Employees. Part-time Employees receive the relevant Employment Fraction compared to a Full-time Employee.
- (d) The pay rates provided for Casual Employees at Schedule 1 (Salary Rates) Schedule 2 (Salary Rates – ELC Employees), Schedule 3 (Salary Rates – Professional Employees) and Schedule 4 (Teaching-Focused Employees) are inclusive of ‘Casual Loading’.

25. SCHEDULED REMUNERATION INCREASES

- (a) The University will pay to Employees Salary increases in accordance with the following table for the years 2017, 2018, 2019, 2020 and 2021:

Year	Salary increase amount	Increase applicable from the beginning of the first full pay period on or after
2017	1.5%	1 July 2017
2018	1.5%	1 July 2018
2019	1.5%	1 July 2019
2020	See Schedule 6	
2021	2.0%	1 July 2021

- (b) The University has paid the 2017 increase prior to approval of this Agreement by FWC. As such, no further payment is owed by the University to Employees for the 2017 year.

- (c) The Salary Rates provided at Schedules 1, 2, 3 and 4 include agreed changes to the salary structures. Where:
- (i) The relevant Salary table includes a 'New' Salary 'Step', that new Salary rate shall commence from the beginning of the first full pay period on or after 1 March 2018. Employees at the top of their Salary Level immediately prior to the commencement of the new Salary Step may be incremented to the new Salary Step in accordance with the University's performance and Salary review processes. Increments to a new Salary Step will be in accordance with clause 38 (Incremental Progression). Employees who qualify for and are incremented to a relevant 'New Salary Step' during 2018 shall have that increment backdated to the beginning of the first full pay period on or after 1 March 2018.
 - (ii) The lowest 'Step' in a Salary Level is removed from the beginning of the first full pay period on or after 1 July 2019. An Employee classified at that Salary Level and Step shall be automatically incremented to the next highest Step.

26. SALARY STRUCTURE – ACADEMIC STAFF MEMBERS

26.1 Permanent Employees

(a) Salaries

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

(b) Clinical loadings

- (i) In addition to the Salary payable to an Academic Staff Member, an annual superannuable clinical loading shall be paid, in equal instalments per pay period, to a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer undertaking clinical responsibilities. The clinical loadings are specified at clause 2 (Clinical Loadings) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.
- (ii) Whether an Employee is entitled to a full clinical loading rather than to a para-clinical or pre-clinical loading will be determined in the consideration of the nature and extent of the Employee's patient-care responsibilities.

26.2 Casual Academic Staff Members

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

(b) Casual lecturing

A Casual Employee required to provide a Lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation 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 tutoring

A Casual Employee required to deliver or present a Tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation 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 4 (Casual Tutoring) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.

(d) 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 5 (Music Accompanying) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.
- (ii) Within this clause (clause 26.2(d)), **'Music accompanying'** means the provision of music accompaniment to one 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.

(e) 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 6 (Undergraduate clinical nurse education) of Schedule 1 (Salary Rates – Academic Staff Members) of this Agreement.
- (ii) Within this clause (clause 26.2(e)) 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.

(f) Casual marking

A Casual Employee will be paid in accordance with the marking rates set out in clause 7 (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.

(g) Other required academic activities

A Casual Employee will be paid at the rates set out in clause 8 (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.

(h) 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.

27. SALARY STRUCTURE – ELC EMPLOYEES

27.1 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 steps 9 and 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.

27.2 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.

27.3 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.

27.4 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: $98.66\% \text{ of } (\$ \text{Step } 1/52) + 25\% \times 1.9 = \$$
36.75

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

(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.

27.5 Rates of pay for IELTS Testing

(a) The rates of payment for Employees engaged to conduct IELTS Testing set out in clause 5 (Rates of Pay for IELTS Testing) of Schedule 2 (Salary Rates – ELC Employees) of this Agreement.

(b) The minimum period of engagement for an Employee performing IELTS work shall be 2 hours.

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

28. SALARY STRUCTURE – PROFESSIONAL EMPLOYEES

28.1 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.

28.2 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.

28.3 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 20 years of age.

28.4 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.

28.5 Casual Professional Rates of Pay

- (a) Subject to clause 28.5(c) below, a Casual Employee shall receive an hourly rate of pay 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 28.5(d) above do not apply to identified categories of casual Employee. The Casual Employees referred to in clause 6 (Specific casual rates) of Schedule 3 (Salary Rates – Professional Employees) of this Agreement shall receive the rates specified in that table for each hour or day worked (as the case may be).

29. SUPERANNUATION

- (a) On commencement of employment, the University will provide new Employees information regarding UniSuper and subject to clauses 29(e) and (f) below:
- (b) Employer contributions for each eligible Employee will be made to UniSuper in accordance with the superannuation guarantee legislation and relevant superannuation arrangements between the University and the superannuation fund.
- (c) From the Commencement Date, the University will make employer contributions as follows:
 - (i) For Continuing Employees, 17% Employer superannuation contributions;
 - (ii) For fixed term Employees employed on a discrete appointment of 2 years' duration or more, 17% Employer superannuation contributions;
 - (iii) For a Fixed-term Employee appointed for continuous fixed terms of more than four (4) Years - 17% Employer superannuation contributions from the beginning of the fifth (5) year; and
 - (iv) For a Fixed-term Employee with less than five (5) years of consecutive fixed-term employment, compulsory employer contributions as required by the applicable Superannuation Guarantee Charge rate (currently 9.5%).
 - (v) For all Casual Employees - compulsory employer contributions as required by the applicable Superannuation Guarantee Charge rate – currently 9.5%.
- (d) On or after the first full pay period beginning 1 June 2021:
 - (i) All fixed term and continuing staff will receive 17% employer contributions; and
 - (ii) All casual staff will continue to receive compulsory employer contributions as required by the applicable Superannuation Guarantee Charge rate – currently 9.5%.
- (e) 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.

- (f) Nothing in this clause limits the University from exercising flexibilities in the superannuation arrangements and contribution rates where those flexibilities are provided for in the UniSuper Superannuation Trust Deed as amended from time to time and/or the 5% flexibility in coverage and contribution level under which the University may permit up to 5% of its Employees to not join UniSuper or to be enrolled in Division D only of UniSuper and receive Superannuation Guarantee contributions, notwithstanding they are eligible to enrol in Division C of UniSuper.
- (g) Notwithstanding anything to the contrary in this clause, an Employee who is seconded from the Tasmanian State Service or a related entity and who is a member of TasPlan Super (or a fund incorporated into TasPlan Super) is not required to become a member of the UniSuper Superannuation Fund.

30. SALARY SACRIFICE

- (a) An Employee may agree with the University to forgo part of the future salary to which he or she is entitled under clause 26 (Salary Structures – Academic Staff Members), clause 27 (Salary Structure – ELC Employees), clause 28 (Salary Structure – Professional Employees) or clause 84 (Salary Structure – Teaching Focused 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:
 - (i) Where permitted by the superannuation fund concerned, an employer superannuation contribution in lieu of an Employee superannuation contribution;
 - (ii) Additional voluntary superannuation contributions into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 29 (Superannuation) of this Agreement;
 - (iii) University parking fees;
 - (iv) Membership fees at one of the University’s Sport and Recreation Centres;
 - (v) Airline club memberships;
 - (vi) Laptop computers, where the use of the laptop computer is primarily for use in the Employee’s employment;
 - (vii) Lease charges for a novated vehicle lease arranged in accordance with the University’s vehicle salary packaging arrangements; and
 - (viii) Any other items formally offered by the University to Employees whilst this Agreement is in operation.
- (b) In each case, the amount of reduction in salary payable will be equal to the University payments identified in clause 30(a) above, together with any tax payable upon such payment being made to the benefit of the Employee.

- (c) Notwithstanding a reduction in salary in accordance with clause 30(a) above, all entitlements under this Agreement based on the salary of the Employee (including superannuation entitlements) shall, subject to clause 19 (Annualised hours – Part-time Employees), be calculated on the salary to which the Employee is entitled under clause 26 (Salary structure – Academic Staff Members), clause 27 (Salary Structure – ELC Employees) or clause 28 (Salary Structure – Professional Employees) or clause 84 (Salary Structure – Teaching Focused Employees) of this Agreement.

31. ALLOWANCES

- (a) 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

31.1 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 a travel advance of up to 100% of the monetary limits for accommodation and meals as set out in clause 31.3 (Travel expenditure and reimbursement) below. An Employee must acquit a travel advance within four (4) weeks of completion of the travel.

31.2 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. A Tax Invoice will not be required for reimbursement of actual expenditure on meals which cost \$10.00 or less.

31.3 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 31.3(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 31.2 (Work related reimbursement).

31.4 Travel outside Australia

- (a) For travel outside Australia on official University business, an Employee shall be reimbursed for actual expenditure reasonably incurred on accommodation and meals upon production of receipts for expenditure, with the daily limits on expenditure on meals and incidentals to be in accordance with Schedule 1 of the relevant ATO Taxation Determination for travel in the relevant year. In 2017 the ATO Taxation Determination was TD2017/19.
- (b) An Employee shall also be entitled to claim reimbursement for actual expenditure on other essential items, in accordance with clause 31.2 (Work related reimbursement).
- (c) The University may advance an Employee an amount of money to meet anticipated costs associated with official University business travel outside of Australia. The advance for accommodation should be based on a reasonable daily amount as agreed with the relevant Head of Budget Centre.

31.5 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. If a University vehicle is unavailable the University may rent a hire car for use by the Employee.
- (ii) An Employee provided a vehicle in accordance with clause 31.5(a)(i) above shall be entitled to claim reimbursement for actual expenditure on items such as fuel and oil, 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 Authorised Vehicles Policy, and is registered and comprehensively insured, in exceptional circumstances the relevant Head of Budget Centre may give 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.

31.6 Meal cost reimbursement (Professional Employees)

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

- (i) For more than two (2) hours beyond what would 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.

(b) Meal periods are:

- (i) Breakfast 7:00am - 9:00am
- (ii) Lunch 12noon – 2:00pm
- (iii) Dinner 6:00pm - 8:00pm

31.7 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 \$41.08 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.

31.8 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 \$161.18 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.

31.9 AMC Crew Allowance

- (a) In lieu of the Seagoing Allowance provisions provided in clause 31.8 (Seagoing Allowance) above, an Employee permanently engaged as crew operating a vessel by the Australian Maritime College shall receive an annualised Seagoing Allowance equal to 19% of the Employee's annual salary.
- (b) The AMC Crew Allowance is to recompense an Employee for up to 50 days at sea, in a calendar year, involving overnight voyages for non-commercial work, and is in lieu of all other penalties such as shift allowances or overtime payments. Where 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 Australian Maritime College other than on a permanent basis shall receive a loading of 100% for each day at sea involving an overnight voyage.

31.10 AMC Crew – Commercial Work

Employees permanently engaged as crew operating the vessel Bluefin (or any successor vessel) will be paid in accordance with Schedule 5 of this Agreement for all commercial work.

31.11 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 56 cents per hour, with a minimum payment of \$6.09 in any 24-hour period.

31.12 Designated First Aid Officer allowance

Employees who are appointed as designated first aid officers in accordance with University policy shall be paid an allowance of \$698.58 per annum.

32. 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.

33. RECOVERY OF MONEYS OWED BY EMPLOYEES

- (a) The University shall be entitled to make salary deductions in order to recover moneys owed by Employees arising from:
 - (i) Relocation expenditure incurred on behalf of an Employee and which the University is entitled to recover due to the Employee terminating his or her employment without completing the requisite period specified in the offer of appointment;
 - (ii) Payment of leave in advance;
 - (iii) Payment of salary or allowances to which the Employee is not entitled; and/or
 - (iv) Payment of other expenditure to the benefit of the Employee to which the Employee is not entitled.
- (b) Before commencing to make a salary deduction, the University will:
 - (i) Provide to the Employee written details of the moneys owing and the reasons;
 - (ii) Make a reasonable attempt to reach agreement with the Employee on a suitable method of repayment from salary; and
 - (iii) Provide to the Employee written details of the repayment arrangements.

34. PROTECTIVE CLOTHING AND EQUIPMENT

- (a) 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.
- (b) The University shall be responsible for providing or subsidising any special clothing or equipment (eg. tents, rucksacks, wetsuits) needed by Employees in the course of carrying out their duties.
- (c) The University may require the return of University property when an Employee's employment ceases.

35. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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

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

PART G - POSITION AND CAREER DEVELOPMENT

36. PROBATION

36.1 Academic Staff Members

- (a) Probation is the commencement of the Performance and Career Development process for a new Academic Staff Member.
- (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, an Academic Staff Member employed on a continuing or fixed-term appointment shall normally serve a period of probation of no more than 3.5 years.
 - (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 his/her 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.
 - (ii) Regular annual and mid-term reviews will be conducted in accordance with the Performance and Career Development process by the Academic Probation Committee (APC).
 - (iii) It is recommended that the Supervisor meet with the probationary Academic Staff Member twice per academic year 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 Provost (or nominee) and include the Chair or Deputy Chair of Academic Senate (or nominee), one representative from each Faculty, one from the Institutes and one from University College.
- (ii) The APC may meet every 6 months to consider probationary performance and career development plans and interim and final probationary reports.
- (iii) The APC may, 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. 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.

36.2 ELC and Professional Employees

- (a) 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.
- (b) 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.
- (c) 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.

- (d) At the end of the initial probationary period the appointment may either be confirmed, terminated or the probationary period extended. The following considerations apply:
 - (i) 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;
 - (ii) If it is proposed to terminate the appointment or extend the probationary period the Employee shall be provided with signed written advice of the reasons; and
 - (iii) At least one (1) months' notice shall be given to the Employee where it is proposed to terminate the appointment or payment in lieu where this would result in the probationary end-date being exceeded.
- (e) The provisions of Part J (Disciplinary Processes) of this Agreement do not apply to Employees during a period of probation.
- (f) Nothing in this clause shall prevent the termination of a probationary appointment at any stage during the probationary term on account of under-performance or Serious Misconduct. Notice of termination shall be in accordance with clause 60 (Termination by the University – ELC and Professional) of this Agreement.

36.3 One 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.

37. PERFORMANCE AND CAREER DEVELOPMENT

- (a) 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.
- (b) 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.
- (c) The performance and career development process supports this aim by:
 - (i) Encouraging a culture of continuous learning and performance improvement;
 - (ii) Applying the principles of job clarity, constructive feedback, accountability and ongoing learning to the way that we work; and
 - (iii) Demonstrating the University's commitment to developing and retaining the talents of its staff.
- (d) The performance and career development process is a planning and review cycle

that supports Employees to reach their full career potential through:

- (i) The provision of professional development opportunities, both within and external to the local workplace;
 - (ii) Regular, meaningful performance conversations with their line manager and a process of giving and receiving feedback; and
 - (iii) Clearly identifiable and documented performance development plans that create an awareness of the Employee's contribution toward College/faculty/school/divisional and University goals.
- (e) 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.

37.1 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.

38. INCREMENTAL PROGRESSION

- (a) 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.
- (b) Notwithstanding clause 38(a) 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.
- (c) Within the context of clause 38(a) 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.

38.1 Professional Employees

- (a) For Professional Employees who are:
 - (i) Classified at HEO Levels 1 and 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 20 years of age.

38.2 All Employees

- (a) Subject to clause 38.1(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 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 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.

39. HIGHER DUTIES ALLOWANCE – ELC AND PROFESSIONAL EMPLOYEES

39.1 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 39.2 (Eligibility), be entitled to a higher duties allowance which reflects the increase in the level of duties and responsibilities being undertaken.

39.2 Eligibility

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.

39.3 Period of performance of higher duties

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

39.4 Amount and conditions of payment

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).

40. POSITION DESCRIPTIONS AND POSITION REDESIGN – ELC AND PROFESSIONAL EMPLOYEES

- (a) All full-time and part-time positions shall have a position description. This document will normally require amendment from time to time to reflect changes in the nature of the work being performed, 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.
- (b) 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. 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 upon.
- (c) Notwithstanding clauses 40(a) and (b) above, changes to position descriptions must be approved by the Executive Director, Human Resources (or nominee) before they become effective.
- (d) 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. During the life of this Agreement the parties agree to commence a review of the Enhanced Descriptors.

41. RECLASSIFICATION CLAIMS – PROFESSIONAL EMPLOYEES

41.1 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 Human Resources website.
- (b) All applications for reclassification will be reviewed as soon as practicable following receipt by Human Resources.

- (c) Reclassification claims, if successful, shall not be awarded retrospectively beyond the date of formal written application being received by Human Resources. 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.

41.2 Decisions on claims

The classification level of a position subject to a reclassification claim in accordance with this clause (clause 41) 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.

41.3 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 Executive Director, Human Resources in respect of each claim. The Executive Director, Human Resources 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.

41.4 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 15 (Dispute Resolution Procedure) of this Agreement shall have no application to reclassification claims.

PART H - LEAVE ENTITLEMENTS

42. REQUIREMENTS RELEVANT TO LEAVE

- (a) All leave entitlements will be accrued and taken in accordance with an Employee's Employment Fraction.
- (b) Casual Employees do not accrue paid or unpaid leave entitlements other than those specifically provided for in the NES or this Agreement and relevant long service leave legislation.

43. CHRISTMAS CLOSE DOWN PERIOD (GRACE DAYS)

- (a) 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.
- (b) The following requirements apply to the ex-gratia 'paid leave days' referred to in clause 42(a) above:
 - (i) This entitlement applies until the Nominal Expiry Date of this Agreement;
 - (ii) The ex-gratia days do not accrue from year to year; and
 - (iii) 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.

44. ANNUAL LEAVE

44.1 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.

44.2 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.

44.3 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 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) English Language Centre 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 20 days' annual leave, which will not normally include leave during more than one teaching module.

44.4 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 44.4(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.

44.5 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.

44.6 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 his/her accrued annual leave.
- (b) The minimum payout of accrued annual leave is five (5) days.
- (c) A minimum balance of 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.

44.7 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 notice that they must apply for leave to eliminate the excess entitlement within six (6) months of receipt of the notice, but only if the request is reasonable.
- (b) An Employee will not be required to reduce their annual leave accrual below four (4) weeks.
- (c) If the University has provided an Employee with a notice in accordance with clause 44.7(a) above, the Employee shall have two (2) months in which to provide a leave proposal to the relevant Head of Budget Centre. The proposal must:
 - (i) Reduce the leave accrual below six (6) weeks within six (6) months of receipt of the notice; or
 - (ii) The Head of Budget Centre may approve a longer period to reduce the leave accrual below six (6) weeks provided a written leave proposal has been made and the leave accrual will be reduced below six (6) weeks within a period not exceeding two (2) years.
- (d) If an Employee's proposal is rejected, the Employee shall be provided with two (2) additional months to provide a proposal acceptable to the relevant Head of Budget Centre. If, at the end of that additional period agreement has not been reached, and there are no exceptional circumstances, the relevant Head of Budget Centre may direct the Employee to take one or more periods of annual leave at specified times. The University must give at least two (2) months' notice of the date on which the Employee is directed to take leave.

44.8 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.

45. LONG SERVICE LEAVE

45.1 Entitlement to long service leave

- (a) The long service leave entitlement is:
 - (i) After the completion of ten (10) years of continuous service with the University or other service recognised under clause 45.9 (Recognition of service with another employer); and
 - (ii) 6.5 working days paid leave for each completed year of service.

45.2 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 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.

45.3 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 Human Resources 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 6 months before the date on which the leave, if approved, is to commence; and
 - (iii) The relevant Head of Budget Centre and Employee may agree lesser periods of notice.

45.4 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) The timing of such leave shall be at the Employee's choosing, provided that at least 3 months' notice is given; and
 - (iii) Within 2 years of such notice.
- (b) The relevant Head of Budget Centre may direct an Employee to reduce their long service leave balance to 65 or more working days by giving at least 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 45.4(b) shall be considered in accordance with clause 15 (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.

45.5 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 45.5(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 7 and 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 4 years' continuous service with the University.

45.6 Long service leave on half pay

- (a) An Employee may apply to take a continuous period (minimum of 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.

45.7 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 his or her long service leave balance.
- (b) Each application will be considered on its merits by the relevant Head of Budget Centre in consultation with the Dean/Head of Division. Approval will be subject to the operational requirements of the Budget Centre.
- (c) For the purposes of this clause (clause 45.7), "double pay" means payment of a non-superannuable allowance equal to, and in addition to, normal Salary payable whilst on long service leave.

45.8 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 25 days.

45.9 Recognition of service with another employer

- (a) 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 Human Resources 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:

- (i) Be limited to 45.5 days leave; and
- (ii) Not include any accrued leave which has been taken or paid out by a previous employer, or for which the Employee was entitled to a payout on termination of employment.

45.10 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 44.8 (Personal/carer's leave or community service leave while on annual leave) above.

46. PUBLIC HOLIDAYS

46.1 Holiday entitlement

Employees shall not normally be required to work on the public holidays observed under this Agreement.

46.2 Prescribed public holidays

- (a) The University shall observe public holidays which are officially proclaimed with the current public holidays observed in Tasmania being as follows:
 - (i) New Year's Day
 - (ii) Australia Day
 - (iii) Labour Day
 - (iv) Good Friday
 - (v) Easter Monday
 - (vi) Easter Tuesday
 - (vii) Anzac Day
 - (viii) Queen's Birthday
 - (ix) Christmas Day
 - (x) Boxing Day
 - (xi) Show Day - which is observed in the local area
 - (xii) Recreation Day - North of Oatlands
 - (xiii) Hobart Regatta Day - South of and including Oatlands
 - (xiv) Launceston Cup Day - half day - Launceston only
 - (xv) Devonport Cup - half day - Devonport only.

46.3 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 46.2 above).

46.4 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.

47. PARENTAL LEAVE

47.1 Definitions

The following definitions apply to this clause:

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, or the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.
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.
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 of the child.
Parental Leave	includes both paid and unpaid Parental Leave.
Parental Leave Period	Means the period of Parental Leave provided at clause 47.4(b)3.1(i) (Paid Parental Leave)

47.2 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
 - (ii) The placement of a child with the Employee for adoption and the child:
 - a. Is under 16 years of age at the day of placement;
 - b. Has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement; and
 - c. Is not a child of the Employee's Spouse.
- (b) Eligible Casual Employees will only be entitled to unpaid Parental Leave.

47.3 Unpaid Parental Leave

- (a) Section 70 of the Act provides an entitlement to unpaid parental leave of up to 12

months' duration in relation to the birth of a child.

- (b) Leave taken by the Employee and the Employee's Spouse must not overlap except for a period of up to three (3) weeks from the date of birth of the child.
- (c) The combined period of Parental Leave of the Employee and the Employee's Spouse following the birth of the child, not counting any period of overlap for the Spouse or Partner, must not exceed twenty-four (24) months' duration.

47.4 Paid Parental Leave

- (a) An Eligible Employee is entitled to a maximum of twenty-six (26) weeks paid Parental Leave in relation to each child.
- (b) Paid Parental Leave is available as follows:
 - (i) The Primary Care Giver shall be entitled to:

An initial 14 week period	Paid at the Employee's: <ul style="list-style-type: none"> • Substantive Employment Fraction; and • Ordinary Rate of Pay
An additional 12 week period	If, at the conclusion of the initial 14 week period, the Employee commits to return to work for a period of 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

Requirements:

- (1) The 'Substantive Employment Fraction does not include any temporary changes to the Employee's Employment Fraction arising as a consequence of the Employee's pregnancy.
 - (2) If the Employee's current contract of employment will end within the Recombitment period following the Parental Leave Period, an entitlement to the additional 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 26 week period following the return to work. The 12 week amount shall be repayable on a pro rata basis if the Employee resigns her/his employment, or does not accept an offer of extension of employment, with effect prior to the end of such 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).
- (c) 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 47.2 (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 sub-clause 47.4(b)(i) – Requirement (2) will be required where the Employee takes a period of paid parental leave but does not return to work for a period of 26 weeks thereafter.

47.5 Parental leave within the initial 12-month period

- (a) An Employee who has applied for a period of parental leave (including adoption 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.

47.6 Parental leave beyond the initial 12-month period

- (a) An Employee may request a further period of Parental Leave (including adoption leave) of up to 12 months immediately following the initial 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 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 21 days of the request) specifying reasons for the refusal.

47.7 Leave where the Employee is not the Primary Care Giver (Paid Partner's Leave)

An Employee who is not the Primary Care Giver of the child shall be entitled to up to ten (10) days' paid leave in relation to the birth of a child to the Employee's Spouse. This paid component is restricted to the period from one (1) week before the expected date to five (5) weeks after the birth of the child.

47.8 Adoption leave

(a) Leave prior to the expected date of placement of the child

An Employee shall be entitled to up to two (2) days' paid adoption leave for the purpose of attendance at interviews or examinations relating to the adoption application.

(b) Where the Employee is the Primary Care Giver

An Employee is entitled to Paid Parental Leave that is payable and repayable in accordance with clause 47.4 (Paid Parental Leave).

(c) Where the Employee is not the Primary Care Giver of the child (Paid Partner's Leave)

An Employee who is not the Primary Care Giver of the child shall be entitled to up to ten (10) days' paid adoption leave. This paid component is restricted to the period from one (1) week before the day of placement of the adopted child and five (5) weeks after the day of placement.

47.9 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 Executive Director, Human Resources 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.

47.10 Where pregnancy does not result in the birth of a child

- (a) An Employee 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 is provided above.
- (b) An Employee whose pregnancy terminates before she has been pregnant for a period of twenty (20) weeks is eligible for Personal Leave. The Employee is also entitled to unpaid Special Parental Leave by giving the University notice that she wishes to take such leave. The notice must be given to the Executive Director, Human Resources 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.

47.11 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 her to continue in her 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 47.11(a)(i) and (ii) above, all other terms and conditions of employment will be maintained.

47.12 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 he or she takes.

47.13 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.

47.14 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).

48. PERSONAL/CARER'S LEAVE

48.1 Taking personal/carer's leave

- (a) Personal/carer's leave shall be provided to continuing and fixed-term Employees who are absent from work:
 - (i) Because the Employee is not fit for work because of illness or injury, affecting the Employee; or
 - (ii) To provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's Household, who requires care or support because of:
 - a. Illness or injury affecting the member; or
 - b. An unexpected emergency affecting the member; or
 - c. Due to a family violence situation affecting the member.
- (b) If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

48.2 Family Violence Leave

- (a) Family violence includes physical, sexual, financial, verbal or emotional abuse by an Immediate Family member.
- (b) This clause (clause 48.2) applies to all Employees, including Casual and Fixed-term Employees.
- (c) 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.

- (d) An Employee may access up to five (5) days of paid family violence leave per year. An Employee who requires additional family violence leave may utilise their personal / carer's leave accrual.
- (e) Family violence leave is not cumulative from year to year.

48.3 Entitlements – Continuing Employees

- (a) Continuing Employees shall be entitled to Personal/carer's leave in accordance with the schedule set out below. Personal/carer's leave shall:
 - (i) Accrue in full from the commencement of each 3-year period of continuous service; and
 - (ii) As an Employee becomes eligible for an improved Category of Personal/carer's leave the new entitlement replaces the previous entitlement.

Examples:

1. An Employee has completed 6 years of continuous service and is commencing their seventh year. At the anniversary date of the seventh year the Employee's personal/carer's leave accrual increases to 99 working days. The previous Category B entitlement is replaced in full by the Category C entitlement.
2. An Employee completes 12 years of continuous service. The Employee's personal/carer's leave entitlement will increase to 165 working days for the 3 year period representing 12 – 15 years of continuous service. At the 15 year mark the entitlement will again increase to 165 working days for the next 3 year period.

- (b) Notwithstanding the entitlements set out below, if the NES provides a greater entitlement (cumulative from 1 January 2010) the NES entitlement shall apply.

Category A: Less than 3 years' service	
44 working days	full salary
132 working days	without salary

Category B: 3 years' service but not more than 6 years' service	
77 working days	full salary
132 working days	without salary

Category C: 6 years' service but not more than 9 years' service	
99 working days	full salary
132 working days	without salary

Category D: Greater than 9 years' service	
165 working days	full salary
66 working days	without salary

- (i) Continuing Employees shall have the following Personal/carer's Leave entitlements:

For the triennium commencing at the start of	Entitlement for the three-year period
1st year of employment	Category A
4th year of employment	Category B
7th year of employment	Category C
10th year of employment	Category D
Each subsequent three-year period	Category D

- (ii) On request by an Employee, a component of a Continuing Employee's Personal/carer's Leave full pay entitlement will be converted to half pay in any triennium up to the limits detailed below:

Maximum number of days which may be converted to half pay	
Category A	22 days' full pay to 44 days' half pay
Categories B, C & D	33 days' full pay to 66 days' half pay

48.4 Entitlements: Fixed-term Employees

- (a) For each year of service a Fixed-term Employee accrues ten (10) days of paid Personal/carer's leave. By way of example, an employee appointed for a six (6) month period shall have a personal/carer's leave entitlement for five (5) days for the duration of that appointment. The entitlement shall accrue in full from the Employee's date of commencement. Unused Personal/carer's leave accumulates from year to year.
- (b) Fixed-term Employees who have been continuously employed for more than 6 years shall be entitled to Personal/carer's leave in accordance with clause 48.3 (Entitlements - Continuing Employees). Accordingly:
- (i) At the commencement of the seventh year of continuous fixed-term employment an Employee shall have their existing Personal/carer's leave balance replaced by the entitlement that applies to a Category C Employee under clause 48.3 (Entitlements - Continuing Employees); then
- (ii) At the commencement of the 10th year, and at the commencement of each subsequent three-year period, the Employee shall have a Personal/carer's leave entitlement that applies to a Category D Employee.

48.5 Accessing other leave entitlements

- (a) Where an Employee is absent for Personal/carer's leave purposes, and the Employee has exhausted their Personal/carer's leave balance, the Employee

may apply for access to Annual leave or Long Service leave.

- (b) Professional Employees may, by agreement with their Supervisor, use any accrued time off in lieu of overtime or excess hours worked.

48.6 Unpaid Carer's Leave

An Employee (including a Casual Employee) is 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 48.1(a)(ii)a or b (Taking paid personal/carer's leave) above.

49. NOTICE AND EVIDENCE

49.1 Notice of absence

- (a) An Employee claiming Personal/carer's leave, Family Violence 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, or the Employee cannot demonstrate reasonable attempts to provide such notice.

49.2 Evidence

- (a) An Employee shall be entitled to 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 a medical certificate or a statutory declaration signed by the Employee.
- (b) Notwithstanding clause 49.2(a) above, a medical certificate may be required by the relevant Head of Budget Centre for health-related absences (in respect of the Employee or the person being cared for) of 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.
- (d) **Family Violence Leave**

For the purpose of family violence leave, 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.

50. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of Compassionate Leave for each occasion where a member of the Employee's Immediate Family, or a member of the Employee's household:
 - (i) Contracts or develops a illness that poses a serious threat to his or her life; or
 - (ii) Sustains an injury that poses a serious threat to his or her life; or
 - (iii) Dies (in which case the entitlement shall be to 3 days of Compassionate Leave).
- (b) Additional paid or unpaid Compassionate Leave may be granted in extenuating circumstances, such as for the death of a Spouse or Partner 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.
- (c) 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.
- (d) 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.

51. COMMUNITY SERVICE LEAVE

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

52. ABORIGINAL AND TORRES STRAIT ISLANDER LEAVE

- (a) The University acknowledges that participation of Aboriginal and Torres Strait Islander Employees in cultural or ceremonial activities enhances the University's engagement with the Aboriginal community and the effectiveness of Aboriginal and Torres Strait Islander people as Employees, and the contributions that they bring enriches the University.
- (b) In order to assist Aboriginal and Torres Strait Islander Employees to fulfil cultural responsibilities, the University supports Aboriginal or Torres Strait Islander Employees by providing five (5) days paid Aboriginal and Torres Strait Islander leave annually (in addition to other leave provisions), for the purposes of:
 - (i) fulfilling ceremonial/cultural obligations that may include relevant cultural events (such as Mannalargenna Day), initiation, birthing and naming, smoking or cleansing, sacred land or sea ceremonies, or other relevant cultural activities;
 - (ii) participating in non-University National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week;
 - (iii) 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
 - (iv) other compassionate or other appropriate grounds as determined by the relevant Head of Budget Centre or Supervisor.
- (c) Applications for leave under this clause should be made with reasonable advance notice and outline the purpose of the leave as outlined in the clauses 52(b)(i) to (iv) above.
- (d) The University acknowledges that Aboriginal and Torres Strait Islander people may have commitments and obligations to maintaining their relationship to Country, their communities and to the broader community. The University acknowledges that staff engaging in these activities contribute to the University's Strategic Plan for Aboriginal Engagement 2017-2020 and supports Aboriginal and Torres Strait Islander staff to participate in relevant community or board meetings and seminars as part of their normal duties. Requests to participate in these activities will be in consultation with the relevant Head of Budget Centre or Supervisor.

53. SPECIAL LEAVE WITH AND WITHOUT PAY

53.1 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 not exceeding 5 working days in any one calendar year.

53.2 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 20 working days, that leave shall not be regarded as service for the purpose of accrual of Annual Leave and Long Service Leave.

54. DEFENCE RESERVE LEAVE

- (a) 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 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 he/she is required to undertake.
- (b) Defence Reserve Leave shall be counted as service for all purposes.
- (c) Additional discretionary Defence Reserve Leave may be granted by the Executive Director, Human Resources.

55. TRADE UNION TRAINING LEAVE

- (a) An Employee 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:
 - (i) That the operating requirements of the University permit the granting of such leave;
 - (ii) That the Employee makes an application with reasonable notice;
 - (iii) 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
 - (iv) That leave on full pay in excess of 5 working days and up to 10 working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding 10 working days.

56. 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 31.9 (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.

57. STUDY AND EXAMINATION LEAVE

57.1 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 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.

57.2 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.

58. PURCHASE OF EXTRA LEAVE

- (a) All Employees (other than Casual Employees) may apply annually in each year for five or more days of extra paid leave at the Employee's current Employment Fraction, which shall accrue during a 12-month period starting 1 September in each year.
- (b) 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 granted, 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 12-month period.
- (c) The approved arrangement shall be in writing, signed by the Employee and the relevant Head of Budget Centre, and co-signed by the Executive Director, Human Resources (or nominee). Any restrictions or requirements on the taking of leave during the 12-month period shall be specified in the signed document.
- (d) Superannuation contributions during the 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 I - TERMINATION OF EMPLOYMENT

59. NOTICE OF RESIGNATION

- (a) 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
3 years or less	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Academic Staff Members

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

- (b) 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.
- (c) Notwithstanding the requirements of this clause (clause 59), the University may waive any or all of the Employee notice period where it considers it appropriate to do so.

60. TERMINATION BY THE UNIVERSITY – ELC AND PROFESSIONAL

- (a) Termination of employment shall only be warranted where:
- (i) There is a valid reason for termination; and
 - (ii) Termination of employment is not harsh, unjust or unreasonable in the circumstances; and
 - (iii) In accordance with the procedures contained Part J (Managing Performance and Misconduct).
 - (iv) The University shall not, however, terminate an employee's employment for reasons rendered unlawful by the Fair Work Act.
- (b) Except as provided by clause 62 (Termination on the basis of ill-health) or clause 63 (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
3 years or less	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Provided that, where the Employee is over 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.	

- (c) Notwithstanding clause 60(b) 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.

61. ABANDONMENT OF EMPLOYMENT

- (a) Where an Employee has been absent from work for a continuous period of at least five (5) working days ('the Initial Absence') without:
- (i) The approval of the University; or
 - (ii) Apparent good cause,
- the Employee's Supervisor will seek reasons regarding known circumstances giving rise to the Initial Absence.
- (b) If there are no known circumstances related 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 personnel file, requesting an explanation for the Initial Absence.

- (c) 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 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.
- (d) If the Employee does not respond to the University's attempts to contact them within 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.
- (e) If an Employee's employment is terminated by the University in accordance with this clause (clause 61, the Employee will be provided written notice of the day of the termination (which cannot be before the day the notice is given).

62. TERMINATION ON THE BASIS OF ILL-HEALTH

62.1 Medical examination

- (a) The Executive Director, Human Resources 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 Executive Director, Human Resources shall provide an Employee with written notice of not less than one (1) month that a medical examination is required.
 - (iv) Following the medical examination a copy of the findings of the medical report made by the medical practitioner shall be provided to the Executive Director, Human Resources and to the Employee.
- (b) Where an Employee is directed to undergo a medical examination in accordance with clause 62.1(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.

62.2 Superannuation examination

- (a) Where the Employee applies to their superannuation fund, prior to the expiry of the period of notice (referred to in clause 62.1(a)(iii) above), for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund:
 - (i) The Employee must advise, in writing, the Executive Director, Human Resources that an application for medical review has been made to the Employee's superannuation fund;
 - (ii) The requirement for a medical examination under clause 62.1(a) (Medical

examination) shall lapse and no further action shall, subject to clause 62.3(b), be taken by the Executive Director, Human Resources in respect to that medical review; and

- (iii) 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.

62.3 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 62.3(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 62.3(a)(ii) above, Executive Director, Human Resources may elect to dispute the report findings. In this situation the Executive Director, Human Resources may proceed to seek an independent medical review in accordance with clause 62.1 above.
- (c) If, in accordance with clause 62.3(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 62.1(a) or 62.2(a) above), the Executive Director, Human Resources 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 14 days of the medical report being received by the Employee and Executive Director, Human Resources:
 - (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 30 days of the matter being referred.

- (e) The Executive Director, Human Resources 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 62.3(c), the medical practitioner appointed pursuant to clause 62.3(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 clauses 62.3(a) to (e) above, the Executive Director, Human Resources 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 62.3(c). In this circumstance the Executive Director, Human Resources 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.

63. REDUNDANCY

63.1 Introduction

The University values its Employees. To the extent reasonable the University wishes Employees covered by the Agreement to have certainty of employment and to perform to their maximum capacity and ability. Wherever reasonable, workforce reductions will occur through natural attrition and voluntary measures such as redeployment and voluntary redundancy.

63.2 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 Employees within the affected College/Faculty/Institute/Division.
- (c) This clause (clause 63) 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.

63.3 Voluntary redundancy

- (a) The process for voluntary redundancy will outline the timelines relevant for receipt, consideration and approval of applications, and involve the following:
 - (i) An Employee may make an application;
 - (ii) The application will be assessed in accordance with objective, fair and transparent criteria;
 - (iii) Once an application has been approved, applicants will receive the same benefits as if their employment had been terminated on an involuntary basis.

63.4 Ad-hoc separations

Nothing in clause 63.3 (Voluntary Redundancy) will restrict the University from making an individual ad hoc voluntary separation.

63.5 Academic Staff Members

(a) Notification of redundancy

- (i) A position may be declared redundant for reasons of an economic, technological, structural or similar nature, including:
 - a. A decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - b. A decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - c. Financial exigency within an organisational unit or cost centre; and
 - d. Changes in technology or work methods.
- (ii) Notification of redundancy shall be provided to the Employee in writing by the Vice-Chancellor (or nominee), with this notification outlining the basis for the Employee's position being declared redundant (i.e. that it is or will become surplus to requirements).

(b) Redeployment exploration period

- (i) An eight (8) week redeployment exploration period will commence immediately upon written notification of redundancy being given to the Employee by the Vice-Chancellor (or nominee) in accordance with clause 63.5(a)(ii) above. During this period the University shall:
 - a. Examine measures that could be taken to avoid termination of employment;
 - b. Arrange counselling for the Employee if required;
 - c. Monitor all vacancies within the University; and
 - d. Offer the Employee redeployment to a suitable vacant position where such a position exists. "Suitable vacant position" means a position for which the Employee has the qualifications and skills to perform (or where skills could be updated within a period not normally greater than six (6) months) and which will not involve a reduction in salary.

The Employee may elect, but shall not be required to accept, an offer of redeployment.

(c) Election by the Employee

- (i) Upon the expiration of fourteen (14) days from the commencement of the redeployment exploration period, the Employee must elect to either:
 - a. Take an early separation and include the balance of the redeployment exploration period in their redundancy payment; or
 - b. Not take an early separation, in which case the University will, through to the expiry of the redeployment exploration period, continue to explore the possibility of redeploying the Employee to another position within the University.

(d) Notice of termination

- (i) Where the Employee is not redeployed following implementation of clause 63.5(b) (Redeployment exploration period) , and where the Employee has not elected to take an early separation under clause 63.5(c)(i)(a) (Election by the Employee), the Employee shall be given notice of termination of employment by the Vice-Chancellor (or nominee). Notice shall be given following the end of the eight (8) week redeployment exploration period, with the period of notice through to the date of termination of employment being calculated with reference to the Employee's length of service as follows:
 - (ii) The Employee will receive 18 weeks' notice.
 - (iii) If the Employee is between 40-44 years of age, they will receive an additional 2 weeks' notice.
 - (iv) If the Employee is 45 years of age or above, they will receive an additional 4 weeks' notice.
 - (v) The balance of the notice period is determined by adding three (3) weeks' notice for each completed year of continuous service, up to a maximum period of notice of seventy (70) weeks.
 - (vi) Notwithstanding clauses 63.5(d) (i) to (v) above, where notice of termination is given to an Employee who has been employed for less than twelve (12) months, the period of notice shall not exceed either six (6) months or the length of time that the Employee has been employed, whichever is the greater.
 - (vii) An Employee may apply to work all or part of the relevant period of notice. 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 and the Employee will receive payment in lieu of notice.

(e) Redundancy payment on termination

- (i) Should the Employee elect to take an early separation in accordance with clause 63.5(c) (Election by the Employee), the Employee shall be provided with a redundancy payment on termination of employment equal to the notice period specified by clause 63.5(d) (Notice of Termination) and the unexpired portion of the eight (8) week redeployment exploration period specified in clause 63.5(b) (Redeployment exploration period). Pro rata long service leave and accrued annual leave shall also be paid on termination of employment.
- (ii) Should the Employee's employment be terminated by the University prior to the expiry of the notice period specified by clause 63.5(d) (Notice of termination) because the University has no work for the Employee to do, the Employee shall be provided with a redundancy payment on termination of employment equal to the balance of that notice period.
- (iii) All redundancy payments shall be calculated with reference to the Employee's Salary (including superannuable loadings) at the date of cessation of employment.

63.6 ELC and Professional Employees

(a) Definitions

For the purposes of this clause the following definitions apply:

Comparable alternative position	means a position of the same classification/salary level, 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 (6) months' training, the majority of which shall normally be taken on the job). Such a position will not be regarded as a comparable alternative position, however, if it is based at a location that would require the Employee to relocate their principal place of residence in order to take up the appointment, or where it would be unreasonable, having regard to the Employee's personal circumstances, to expect the Employee to travel the extra distance to undertake the work of the alternative position.
Notification of Redundancy	means notification to an Employee in accordance with clause 63.6(b) (Notice of Redundancy) that their position is or will become surplus to the operational requirements of the University.
Notification of Termination	means notification of termination of the Employee's employment on account of redundancy in accordance with clause 63.6(d).
Redeployment	means redeployment to a comparable alternative position in accordance with this clause (clause 63).

(b) Notification of Redundancy

- (i) Where an Employee's continuing or fixed-term position becomes or will become surplus to operational requirements, the University will provide the Employee with written Notification of Redundancy.
- (ii) Where, as part of the Notification of Redundancy (or at any time after the expiry of two (2) weeks from the date of such notification), 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.
- (iii) Where no Comparable Alternative Position is identified in the Notification of Redundancy, the University shall proceed to:
 - a. Record the Employee's name on a redeployment list maintained by Human Resources;
 - b. As part of the Notification of Redundancy, extend to the Employee the opportunity to, at any time during the following two (2) week period, elect to have their employment terminated on account of redundancy and to be provided with a redundancy payment as provided by clause 63.6(c) (First two (2) weeks following Notification of Redundancy);
 - c. 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 Human Resources to be a good fit for any such vacant position (in advance of the position being advertised or filled by a direct appointment); and
 - d. Commence identifying practicable strategies for retraining as an adjunct to redeployment to a Comparable Alternative Position.

(c) First two (2) weeks following Notification of Redundancy

Where no Comparable Alternative Position is identified in the Notification of Redundancy, the Employee may, at any time during the following two (2) week period, elect to have their employment terminated within or at the end of that two (2) week period and be provided with a voluntary redundancy payment on termination calculated in accordance with the terms of clause 63.6(d)3.1(ii) (Notification of Termination after six (6) weeks has elapsed) but with an additional amount equal to nine (9) weeks' Salary in lieu of notice of termination.

(d) Notification of Termination after six (6) weeks has elapsed

- (i) Where no Comparable Alternative Position is identified by the University within six (6) weeks of the Notification of Redundancy, the University shall provide to the Employee a written Notification of Termination which gives nine (9) weeks' notice of termination of employment (which, by agreement, can be substituted by a payment in lieu of notice of termination).

- (ii) The Notification of Termination shall provide details of the redundancy payment payable to the Employee on termination of his/her employment, which shall be equal to three (3) weeks' Salary for each year of continuous service with the University; subject to a minimum payment equal to seven (7) weeks' Salary and a maximum payment equal to fifty-two (52) weeks' Salary (exclusive of any payment in lieu of notice of termination). Payment will be calculated on the basis of the Employee's average Employment Fraction having regard to the Employee's continuous full-time, part-time and casual employment with the University.

(e) Nine (9) week notice period following Notification of Redundancy

Notwithstanding Notification of Termination having been given in accordance with clause 63.6(d) (Notification of Termination after six (6) weeks has elapsed), the University shall continue to seek to identify a Comparable Alternative Position for the Employee during the nine (9) week notice period specified in the notification. Similarly, where during that nine (9) week notice period a position is identified for possible redeployment, the period of notice shall be extended as necessary to enable consideration to be given to the viability of such a redeployment.

(f) Redeployment to a position at a lower level and/or which is based at a campus location more than 50 kilometres away

- (i) The University may identify an alternative position classified at one level lower than that currently held by the Employee and/or which is based at a campus location more than 50 kilometres from where the redundant position is based and may, as part of the Notification of Redundancy or subsequent to such notification, offer that position to the Employee by way of redeployment.
- (ii) An Employee may accept the redeployment from a prospective date determined by the University. If the position is at a lower classification level, the Employee will have their Salary maintained at their then current incremental Salary point for a period of twelve (12) months, and thereafter at the maximum of the classified level of the alternative position.
- (iii) If an Employee who is redeployed to a lower classification level position is over 50 years of age and is within five 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 UniSuper 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 UniSuper contributions based on the same pegged incremental point for the duration of the fixed-term pre-retirement contract.
- (iv) The University shall, for a period of thirty-seven (37) weeks 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.

(g) Consideration of viability of possible redeployment

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 Executive Director, Human Resources (or nominee), and shall provide Human Resources with written reasons as to the viability of the proposed redeployment within that two (2) week period.

(h) Where a redeployment is not proving effective

Where an Employee is redeployed to a Comparable Alternative Position, and within six (6) months the Employee and the University agree that the redeployment is not proving effective, the Employee may then elect to 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 63.6(d) (Notification of Termination after six (6) weeks has elapsed) above. Neither a period of notice nor payment in lieu of notice shall apply.

(i) Relocation alternatives

If an Employee is unable to be redeployed at their existing campus location, and if the Employee is unwilling to relocate from one campus location to another, where this would necessitate residential relocation, the Employee shall be entitled to the notice provision and redundancy payment in accordance with clause 63.6(c) (First two (2) weeks following Notification of Redundancy), thereby ceasing employment with the University.

64. COMPULSORY RELOCATION – ENTITLEMENTS

(a) Where an Employee's position is surplus to operational requirements and the University identifies a redeployment possibility which would involve the Employee relocating from one campus location to another, necessitating residential relocation, the Employee shall, upon agreeing to such a relocation, be entitled to have at least the following expenses met by the University:

- (i) 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;
- (ii) Reasonable legal fees and stamp duty costs associated with the purchase (or construction) of a new replacement principal residence in the new location;
- (iii) Disconnection/reconnection fees associated with the supply of essential services/utilities such as electricity, water, gas and telephone;
- (iv) Relocation (including packing) and, as necessary, reasonable storage and redelivery of personal and household effects; and
- (v) Other reasonable out of pocket expenses directly associated with the relocation.

- (b) 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.
- (c) 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.

65. TRANSFER OF BUSINESS

- (a) 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.
- (b) 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.

PART J - MANAGING UNDER-PERFORMANCE AND MISCONDUCT

66. DEFINITIONS

The following definitions apply to this Part:

- (a) **DRC** means 'Disciplinary Review Committee'.
- (b) **RMDC** means Research Misconduct Disciplinary Committee.
- (c) **Research Misconduct** means:
 - (i) Fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
 - (ii) Failure to declare or manage a serious conflict of interest;
 - (iii) 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;
 - (iv) The wilful concealment or facilitation of research misconduct by others.

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.

67. PROCEDURAL FAIRNESS REQUIREMENT

- (a) When formally managing under-performance, Misconduct and/or Serious Misconduct matters in accordance with this Part, the University will observe the principle of procedural fairness by:
 - (i) Providing the Employee:
 - a. With details of the alleged under-performance, Misconduct or Serious Misconduct;
 - b. Reasonable advance notice of any proposed meeting(s); and
 - c. A reasonable opportunity to respond to any allegations, evidence and other materials relevant to the allegations, and provide information and responses including any mitigating circumstances they want taken into account.
 - (ii) Conducting meetings in a private setting and in a respectful and courteous manner.
- (b) All decisions by the University to discipline or terminate an Employee must be in accordance with this Part or Part I. 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.

- (c) 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 Human Resources Department (or a person nominated by the Executive Director, Human Resources).
- (d) Disciplinary action should be used as a last resort. An Employee's Supervisor must make every effort to resolve instances of possible under-performance or Misconduct (that would not constitute Serious Misconduct) through:
 - (i) Guidance;
 - (ii) Counselling;
 - (iii) Performance and career development (including changes to work allocation);
 - (iv) At the request of an Employee, consultation with the Employee's colleagues;

before any formal processes are undertaken under this Part.

68. SUSPENSION FROM DUTIES

- (a) Nothing in this Part shall prevent the Executive Director Human Resources (or nominee) from suspending an Employee with pay pending completion of an investigation into possible Serious Misconduct by the Employee.
- (b) During of 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.

69. UNDER-PERFORMANCE

- (a) Under-performance may be managed via two methods:
 - (i) Informally; and/or
 - (ii) Formally.
- (b) The requirements of this clause (clause 69) do not apply to probationary Employees.

69.1 Informal under-performance management

- (a) An Employee's Supervisor will make reasonable effort to manage under-performance by first undertaking informal under-performance management. Informal under-performance management involves the Employee's Supervisor:
 - (i) Discussing the matter informally with the Employee;
 - (ii) Providing guidance, instructions, professional development, training and other support to assist the Employee to improve their performance to the required standard; and
 - (iii) Specifying the timeframe within which the reasonable improvement can be expected.

69.2 Formal under-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 under-performance matters.
- (b) The outcomes of a counselling meeting held in accordance with clause 69.2(a) above shall be documented and provided to the Employee. The documentation shall set out the under-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 under-performance counselling undertaken in accordance with clauses 69.2(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 under-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 Executive Director Human Resources setting out what constitutes the under-performance and the steps already taken to remedy the under-performance. The Employee shall be provided with a copy of the written report.
- (e) The Executive Director Human Resources (or nominee) will provide advice to the Employee in accordance with clause 67 (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 69.2(d).
- (f) The Executive Director Human Resources 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 67 (Procedural Fairness Requirement)). The Executive Director Human Resources may also provide comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
 - (i) For an Academic Staff Member: the Provost; or
 - (ii) For a University College Employee: Chief Executive, University College; or
 - (iii) For all other Employees: the Chief Operating Officer.

- (g) The relevant decision-maker shall first satisfy himself/herself that:
 - (i) appropriate steps were taken to bring the nature of the under-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;
 - (iv) a reasonable opportunity has been afforded to the Employee to remedy the under-performance; and
 - (v) appropriate consultation with the Employee's colleagues by the Employee's Supervisor has occurred.

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.
- (h) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 69.2(g) above. Any decision shall take effect no earlier than five (5) working days from receipt of the written advice.
 - (i) Disciplinary sanction may include, but is not limited to:
 - (i) Formal warning or reprimand;
 - (ii) Withholding a Salary increment for up to 3 years;
 - (iii) Reducing Salary by 1 or more increments; or
 - (iv) Termination of employment.

69.3 Formal under-performance management – Additional requirements relevant to Academic Staff Members

- (a) The requirements in this clause (clause 69.3) apply to Academic Staff Members in addition to the requirements set out at clause 69.2 above.
- (b) The University may discipline or terminate a probationary Employee only in accordance with clause 36 (Probation).
- (c) Following advice from the Provost in accordance with clause 69.2(h) above, the Academic Staff Member may request a review of the decision within five (5) working days. Within ten (10) working days the Provost shall refer the matter to the DRC (convened in accordance with clause 71).
- (d) Any review by the DRC shall be confined to consideration of whether the process set out at clause 69.2 has been followed. The DRC shall provide a report to the Provost 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 Provost 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 Provost's decision is deemed final.

70. MISCONDUCT AND SERIOUS MISCONDUCT

70.1 Managing Misconduct and Serious Misconduct

- (a) The requirements of this clause (clause 70) 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 provide information to the Employee in accordance with clause 67(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.
- (c) Following the meeting referred to in clause 70.1(b)(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) Further investigation of the alleged conduct; or
 - (iii) The relevant Head of Budget Centre or Head of School (as the case may be) will provide a written report to the Executive Director Human Resources setting out the allegations.
- (d) The Executive Director Human Resources will provide the Employee subject to the report referred to in clause 70.1(c)(iii) above with a copy of the report and allow the Employee ten (10) working days to provide a written response.
- (e) If the Employee is an Academic Staff Member, and they have not admitted the allegations in full, the matter will be referred by the Executive Director Human Resources to the DRC (convened under clause). The DRC shall be convened within ten (10) working days, where practicable.
- (f) The Executive Director Human Resources 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 Executive Director Human Resources may also provide comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
 - (i) For an Academic Staff Member: the Provost (or nominee); or
 - (ii) For a University College Employee: Chief Executive, University College; or
 - (iii) For all other Employees: the Chief Operating Officer (or nominee).
- (g) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 70.1(f) above. Any decision shall

take effect no earlier than five (5) working days from the date of the written advice.

- (h) Disciplinary sanction may include, but is not limited to:
 - (i) Formal warning or counselling;
 - (ii) Demotion by one or more classification levels or increments;
 - (iii) Withholding of an increment;
 - (iv) Suspension with pay; and
 - (v) Termination of employment.

70.2 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 70.1 above.
- (b) The University may discipline or terminate a probationary Employee only in accordance with clause 36 (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 Provost's disciplinary decision, they may make an application for review to the DRC in accordance with Clause 71 (Disciplinary Review Committee). The Provost 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 Provost (or nominee) as soon as practicable after the conclusion of committee proceedings.
- (f) If, having considered the report referred to at either clause 70.1(f) or at clause 70.2(e) above, the Provost (or nominee) concludes that there is no Misconduct or Serious Misconduct, the Provost (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.

70.3 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 67(a)(i) (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

- 70.3(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 72) 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 71 (Disciplinary Review Committee).
 - (d) Disciplinary decisions include, but are not limited to:
 - (i) Formal censure or counselling;
 - (ii) Demotion by one 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 70.3(c)(ii) above, the RMDC shall undertake an investigation in accordance with clause 72 (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 70.3(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 70.3(d) above.
 - (h) If the complaint is not substantiated in accordance with clause 70.3(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.

71. DISCIPLINARY REVIEW COMMITTEE

- (a) The DRC shall consist of three members:
 - (i) A nominee of the Provost;
 - (ii) A nominee of the NTEU Tasmanian Division; and
 - (iii) An independent chairperson agreed between the Provost and the NTEU Tasmanian Division.
- (b) The DRC shall:
 - (i) Conduct any interviews it requires to assist it to complete its inquiry;
 - (ii) 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;
 - (iii) Take into account any other information provided it is relevant to the subject matter of the inquiry;
 - (iv) Permit the Academic Staff Member (or their representative) and the University through its representative, to ask questions and make submissions;
 - (v) Conduct all proceedings expeditiously, without unnecessary formality and in accordance with clause 67 (Procedural Fairness Requirement);
 - (vi) 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;
 - (vii) Conduct all proceedings in-camera unless otherwise agreed by the NTEU and University nominees to the DRC; and
 - (viii) Provide its written report to the Provost 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.

72. RESEARCH MISCONDUCT DISCIPLINARY COMMITTEE

- (a) The RMDC shall consist of three (3) members appointed in accordance with clause 71(a) (Disciplinary Review Committee) above. The Provost (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:
 - (i) 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.
 - (ii) At least one (1) member experienced in investigating research misconduct.
 - (iii) The Chairperson will not be an employee of the University but shall be experienced in conducting factual inquiries involving research misconduct.
- (b) The RMDC shall apply the procedures set out at clause 71(b) (Disciplinary Review Committee) in respect to its inquiry.
- (c) 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 71 (Disciplinary Review Committee) and 72 (Research Misconduct Disciplinary Committee)).

PART K - ACADEMIC EMPLOYEE CONDITIONS

73. TEACHING EVALUATION

- (a) 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).
- (b) 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.
- (c) 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, 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, Dean or Director may decide to initiate proceedings under the under-performance provisions in accordance with clause 69.1 (Informal under-performance management)

74. ACADEMIC STAFF MEMBER WORKLOADS

74.1 Workload Allocation Categories

- (a) The notional starting point for individual negotiations relating to workload allocation is:

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.
- (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 include, and will generally comprise at least 10% of the 'Teaching and Related Activity' workload:
 - 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.

(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.

74.2 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 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) 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 resolve issues around their workload model(s).

74.3 Workload Allocation

- (a) An Academic Staff Member's workload allocation will occur:
 - (i) 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 74 – 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 to be accommodated within annual working hours limits, the Academic Staff Member shall be paid in accordance with clause 27.2(a) (Casual Academic Rates of Pay) 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.

74.4 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 / Dean / Director (or nominee), and request a further review of their workload allocation.
 - (iii) If following completion of the process prescribed by clauses 74.4(a)(i) and (ii) above the Academic Staff Member's concerns remain unresolved, the Academic Staff Member may utilise the Dispute Resolution Procedure set out in clause 15 (Dispute Resolution Procedure) of this Agreement, commencing at clause 15.4(b) - referral to the Executive Director, Human Resources.
- (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 Human Resources.

PART L - PROFESSIONAL EMPLOYEE CONDITIONS

75. HOURS OF WORK

75.1 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 75.1(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 7:30pm, Monday to Friday inclusive.
 - (ii) Cleaners and Ground Keepers – between 6:00am to 7:00pm.
 - (iii) Students Engaged for catering Purposes – between 6.00am to 9.00pm.
- (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 75.1(b) above), he or she 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 75.1), 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 may need to be considered before an agreement is reached.

75.2 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.

76. OVERTIME

76.1 Definition of overtime

- (a) Overtime is any period of time worked:
 - (i) In excess of 7 hours and 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.

76.2 Excess hours without overtime penalties

- (a) Notwithstanding clause 76.1 (Definition of overtime), where an Employee is directed to work in excess of 7 hours and 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 75.2 (Excess hours), as opposed to overtime, if at least 24 hours' notice is given of the need to perform such work to meet special operational needs of the Budget Centre; or
 - (ii) If 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.

76.3 Reasonable overtime

- (a) An Employee may be required to work a reasonable amount of overtime. Wherever practicable the Employee will be given at least 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.

76.4 Reimbursement of expenses

- (a) Where an Employee is required to work overtime he or she shall be reimbursed for any reasonable additional expenses incurred, upon presentation of receipts, for:
- (i) Travel from the place of work to the place of residence; and
 - (ii) 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.

76.5 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 per cent of normal Salary for the first three (3) consecutive hours of overtime, and 200 per cent of normal Salary thereafter.
Saturdays and Sundays	200 per cent of normal Salary.
Public holidays	250 per cent of normal Salary.

76.6 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 76.7 (Payment/time-off in lieu – HEO 7 and above) and 76.8 (Accumulation Limit), an Employee who is required to work overtime may elect to receive:
- (i) Payment in full with the agreement of the relevant Head of Budget Centre;
 - (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 reasonable period of the overtime being worked, the Employee shall be paid for the overtime worked.

76.7 Payment/time-off in lieu – HEO 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.

76.8 Accumulation limit

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

76.9 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 per cent of normal Salary until the commencement of an eight (8) hour break.

76.10 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 kilometre 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, he or she shall be paid at 150% per cent until the commencement of an eight (8) hour break.
- (c) The provisions of clause 76.1 (Definition of overtime) to 76.9 (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.

77. SHIFTWORK

- (a) Employees regularly rostered to work outside the spread of ordinary hours referred to in clause 75.1(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:
- (i) Monday to Friday shift work – 15 per cent 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;
 - (ii) Saturday shift work – 50 per cent 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;
 - (iii) Sunday shift work – 100 per cent 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;
 - (iv) Public holiday shift work – 150 per cent 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.
- (b) 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 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.

78. MEAL AND REST BREAKS

- (a) 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.
- (b) Two rest breaks, which shall count as time worked, shall be allowed in each day as follows:
- (i) Ten (10) minutes, between the time of commencing work and the usual meal break;
 - (ii) 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.

- (c) Such breaks in clause 78(b) 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 work place, they shall do so without general interruption to work.

79. WORKLOAD

- (a) Workloads and management of workloads is an important issue. In allocating workloads, a Supervisor should seek to ensure that:
 - (i) Workload allocation supports the pursuit of strategic priorities;
 - (ii) There is an equitable distribution of workloads across Employees in a work area;
 - (iii) Workload allocation takes into account workplace health and safety considerations;
 - (iv) Overtime and / or TOIL accruals are not excessive;
 - (v) Workloads are reviewed as part of Performance and Career Development discussions;
 - (vi) Total workload will reflect the relevant Employee's Employment Fraction;
 - (vii) The importance of a balance between working life and family/social responsibilities is taken into account; and
 - (viii) Employees are encouraged to raise workload issues with their Supervisor.
- (b) In terms of identifying, minimising and dealing with instances of excessive workload:
 - (i) 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.
 - (ii) 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, Faculty, Institute or Division. The aim is for early resolution of such issues without the need for the Employee to use formal dispute resolution procedures.
 - (iii) Heads of Budget Centre and other Supervisors need to monitor the hours worked by the Employees they supervise and implement changes (eg. technology, responsibility, extra resources) where Employees regularly work excessive hours.

- (iv) 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 clauses 79(b)(i) and (ii) above.
- (v) Where a position is temporarily vacated (eg. 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 clauses 79(b)(i) and (iii) above.
- (c) An Employee from Human Resources 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 15 (Dispute Resolution Procedure) of this Agreement.
- (d) Employees may also seek advice and assistance from their Union or from other representatives.
- (e) Nothing contained in this clause will prevent an Employee accessing clause 15 (Dispute Resolution Procedure) of this Agreement.

PART M - ELC EMPLOYEE CONDITIONS

80. TEACHING ARRANGEMENTS

80.1 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.

80.2 Class sizes

The upper limit on class sizes shall be consistent with the requirements of accreditation.

81. WORKLOAD

- (a) Workloads and management of workloads is an important issue. In allocating workloads, a Supervisor should seek to ensure that:
 - (i) Workload allocation supports the pursuit of strategic priorities;
 - (ii) There is an equitable distribution of workloads across staff in an area;
 - (iii) Workload allocation takes into account workplace health and safety considerations;
 - (iv) Workloads are reviewed as part of performance and career development discussions;
 - (v) Total workload will reflect the relevant Employee's Employment Fraction;
 - (vi) The importance of a balance between working life and family/social responsibilities is taken into account; and
 - (vii) Employees are encouraged to raise workload issues with their Supervisor.
- (b) In terms of identifying, minimising and dealing with instances of excessive workloads:
 - (i) 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.
 - (ii) 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.
 - (iii) The aim is for early resolution of such issues without the need for the Employee to use the formal dispute resolution procedures.

- (iv) The Director of Studies and other Supervisors need to monitor the hours worked by the Employees they supervise and implement changes (eg. technology, responsibility, extra resources) where Employees regularly work excessive hours.
- (v) 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 clauses 81(b)(i) and (ii) above.
- (vi) Where a position is temporarily vacated (eg. 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 clauses 81(b)(i) and (iii) above.
- (c) A staff member from Human Resources 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 15 (Dispute Resolution Procedure) of this Agreement.
- (d) Employees may also seek advice and assistance from their Union or from other representatives.
- (e) Nothing contained in this clause will prevent an Employee accessing clause 15(Dispute Resolution Procedure) of this Agreement.

PART N - TEACHING FOCUSED EMPLOYEE CONDITIONS

82. COMMITMENT

- (a) The Parties are committed to the concept, intent and objectives of the University College.
- (b) The Parties are committed to the success and growth of the University College by ensuring the University College delivers on its concept, intent and objectives.

83. SCOPE OF THIS PART

- (a) This Part applies to teaching focused roles in the University College, VET Programs and Practice based positions and any other positions, following consultation with the NTEU, with the aim of reaching a common view, as detailed in Clause 74.1(d).
- (b) Where a clause exists in this Part, the terms of the clause shall prevail to the extent of any inconsistency with an equivalent term elsewhere within the Agreement. Where an equivalent clause does not exist in this Part, teaching-focused staff will be provided with the Academic Staff provisions.

84. SALARY STRUCTURE – TEACHING FOCUSED EMPLOYEES

- (a) The annual salaries payable to full-time Teaching Focused Employees are specified at clause 1 (Teaching Focused Employees) of Schedule 4 (Salary Rates – Teaching Focused Employees) 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 Schedule 4 (Teaching-Focused Employees) are inclusive of 'Casual Loading'.

85. NOTICE OF RESIGNATION

- (a) Employment may be terminated by a Teaching Focused Employee giving the period of notice set out below:

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

- (b) 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.
- (c) Notwithstanding the requirements of this clause (clause 85), the University may waive any or all of the Employee notice period where it considers it appropriate to do so, this includes consideration of the length of the teaching period and the ability to replace the teaching-focused employee.

86. ABANDONMENT OF EMPLOYMENT

- (a) Where an Employee has been absent from work for a continuous period of at least five (5) working days ('the Initial Absence') without:
 - (i) The approval of the University; or
 - (ii) Apparent good cause,the Employee's Supervisor will seek reasons regarding known circumstances giving rise to the Initial Absence.
- (b) If there are no known circumstances related 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 personnel file, requesting an explanation for the Initial Absence.
- (c) 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 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.
- (d) If the Employee does not respond to the University's attempts to contact them within 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.
- (e) If an Employee's employment is terminated by the University in accordance with this clause (clause 86), the Employee will be provided written notice of the day of the termination (which cannot be before the day the notice is given).

87. TERMINATION ON THE BASIS OF ILL-HEALTH

87.1 Medical examination

- (a) The Executive Director, Human Resources 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 Executive Director, Human Resources shall provide an Employee with written notice of not less than one (1) month that a medical examination is required.
 - (iv) Following the medical examination a copy of the findings of the medical report made by the medical practitioner shall be provided to the Executive Director, Human Resources and to the Employee.
- (b) Where an Employee is directed to undergo a medical examination in accordance with clause 87.1(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.

87.2 Superannuation examination

- (a) Where the Employee applies to their superannuation fund, prior to the expiry of the period of notice (referred to in clause 87.1(a)(iii) above), for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund:
- (i) The Employee must advise, in writing, the Executive Director, Human Resources that an application for medical review has been made to the Employee's superannuation fund;
 - (ii) The requirement for a medical examination under clause 87.1(a) (Medical examination) shall lapse and no further action shall, subject to clause 87.3 (b) be taken by the Executive Director, Human Resources in respect to that medical review.
 - (iii) 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.

87.3 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 87.3(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 87.3(a)(ii) above, Executive Director, Human Resources may elect to dispute the report findings. In this situation the Executive Director, Human Resources may proceed to seek an independent medical review in accordance with clause 87.1 above.

- (c) If, in accordance with clause 87.3(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 87.1(a) or 87.2(a) above), the Executive Director, Human Resources 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 14 days of the medical report being received by the Employee and Executive Director, Human Resources:
 - (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 30 days of the matter being referred.
- (e) The Executive Director, Human Resources 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 87.3(c), the medical practitioner appointed pursuant to clause 87.3(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 clauses 87.3(a) to (e) above, the Executive Director, Human Resources 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 87.3(c). In this circumstance the Executive Director, Human Resources 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.

88. REDUNDANCY

88.1 Introduction

The University values its Employees. To the extent reasonable the University wishes Employees covered by the Agreement to have certainty of employment and to perform to their maximum capacity and ability. Wherever reasonable, workforce reductions will occur through natural attrition and voluntary measures such as redeployment and voluntary redundancy.

88.2 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 Employees within the affected College/Faculty/Institute/Division.
- (c) This clause (clause 88) 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.

88.3 Voluntary redundancy

- (a) The process for voluntary redundancy will outline the timelines relevant for receipt, consideration and approval of applications, and involve the following:
 - (i) An Employee may make an application;
 - (ii) The application will be assessed in accordance with objective, fair and transparent criteria;
 - (iii) Once an application has been approved, applicants will receive the same benefits as if their employment had been terminated on an involuntary basis.

88.4 Ad-hoc separations

Nothing in clause 88.3 (Voluntary Redundancy) will restrict the University from making an individual ad hoc voluntary separation.

88.5 Teaching Focused Employees

(a) Notification of redundancy

- (i) A position may be declared redundant for reasons of an economic, technological, structural or similar nature, including:
 - a. A decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - b. A decision to cease offering or to vary the academic content of any

- course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - c. Financial exigency within an organisational unit or cost centre; and
 - d. Changes in technology or work methods.
- (ii) Notification of redundancy shall be provided to the Employee in writing by the Vice-Chancellor (or nominee), with this notification outlining the basis for the Employee's position being declared redundant (i.e. that it is or will become surplus to requirements).

(b) Redeployment exploration period

- (i) An eight (8) week redeployment exploration period will commence immediately upon written notification of redundancy being given to the Employee by the Vice-Chancellor (or nominee) in accordance with clause 88.5(a)(ii) above. During this period the University shall:
- a. Examine measures that could be taken to avoid termination of employment;
 - b. Arrange counselling for the Employee if required;
 - c. Monitor all vacancies within the University; and
 - d. Offer the Employee redeployment to a suitable vacant position where such a position exists. "Suitable vacant position" means a position for which the Employee has the qualifications and skills to perform (or where skills could be updated within a period not normally greater than six (6) months) and which will not involve a reduction in Salary. The Employee may elect, but shall not be required to accept, an offer of redeployment.

(c) Election by the Employee

- (i) Upon the expiration of fourteen (14) days from the commencement of the redeployment exploration period, the Employee must elect to either:
- a. Take an early separation and include the balance of the redeployment exploration period in their redundancy payment; or
 - b. Not take an early separation, in which case the University will, through to the expiry of the redeployment exploration period, continue to explore the possibility of redeploying the Employee to another position within the University.

(d) Notice of termination

- (i) Where the Employee is not redeployed following implementation of clause 88.5(b) (Redeployment exploration period) , and where the Employee has not elected to take an early separation under clause 88.5(c)(i)a (Election by the Employee), the Employee shall be given notice of termination of employment by the Vice-Chancellor (or nominee). Notice shall be given following the end of the eight (8) week redeployment exploration period, with the period of notice through to the date of termination of employment being calculated with reference to the Employee's length of service as follows:
- (ii) The Employee will receive 18 weeks' notice.
- (iii) If the Employee is between 40-44 years of age, they will receive an additional 2 weeks' notice.
- (iv) If the Employee is 45 years of age or above, they will receive an additional 4 weeks' notice.
- (v) The balance of the notice period is determined by adding three (3) weeks' notice for each completed year of continuous service, up to a maximum period of notice of seventy (70) weeks.
- (vi) Notwithstanding clauses 88.50(i) to (v) above, where notice of termination is given to an Employee who has been employed for less than twelve (12) months, the period of notice shall not exceed either six (6) months or the length of time that the Employee has been employed, whichever is the greater.
- (vii) An Employee may apply to work all or part of the relevant period of notice. 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 and the Employee will receive payment in lieu of notice.

(e) Redundancy payment on termination

- (i) Should the Employee elect to take an early separation in accordance with clause 88.5(c) (Election by the Employee), the Employee shall be provided with a redundancy payment on termination of employment equal to the notice period specified by clause 88.50(d) (Notice of Termination) and the unexpired portion of the eight (8) week redeployment exploration period specified in clause 88.5(b) (Redeployment exploration period). Pro rata long service leave and accrued annual leave shall also be paid on termination of employment.
- (ii) Should the Employee's employment be terminated by the University prior to the expiry of the notice period specified by clause 88.50(d) (Notice of Termination) because the University has no work for the Employee to do, the Employee shall be provided with a redundancy payment on termination of employment equal to the balance of that notice period.
- (iii) All redundancy payments shall be calculated with reference to the Employee's Salary (including superannuable loadings) at the date of cessation of employment.

89. COMPULSORY RELOCATION – ENTITLEMENTS

- (a) Where an Employee's position is surplus to operational requirements and the University identifies a redeployment possibility which would involve the Employee relocating from one campus location to another, necessitating residential relocation, the Employee shall, upon agreeing to such a relocation, be entitled to have at least the following expenses met by the University:
 - (i) 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;
 - (ii) Reasonable legal fees and stamp duty costs associated with the purchase (or construction) of a new replacement principal residence in the new location;
 - (iii) Disconnection/reconnection fees associated with the supply of essential services/utilities such as electricity, water, gas and telephone;
 - (iv) Relocation (including packing) and, as necessary, reasonable storage and redelivery of personal and household effects; and
 - (v) Other reasonable out of pocket expenses directly associated with the relocation.
- (b) 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.
- (c) 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.

90. TRANSFER OF BUSINESS

- (a) 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.
- (b) 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.

91. UNDER-PERFORMANCE

- (a) **Under-performance in this part will be dealt with in accordance with Clause 67 – Procedural Fairness Requirement.**
- (b) Under-performance may be managed via two methods:
 - (i) Informally; and/or
 - (ii) Formally.
- (c) The requirements of this clause (clause 91) do not apply to probationary Employees. The University may discipline or terminate a probationary Employee only in accordance with clause 36 (Probation).

91.1 Informal under-performance management

- (a) An Employee's Supervisor will make reasonable effort to manage under-performance by first undertaking informal under-performance management. Informal under-performance management involves the Employee's Supervisor:
 - (i) Discussing the matter informally with the Employee;
 - (ii) Providing guidance, instructions, professional development, training and other support to assist the Employee to improve their performance to the required standard; and
 - (iii) Specifying the timeframe within which the reasonable improvement can be expected.

91.2 Formal under-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 under-performance matters.
- (b) The outcomes of a counselling meeting held in accordance with clause 91.2(a) above shall be documented and provided to the Employee. The documentation shall set out the under-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 under-performance counselling undertaken in accordance with clauses 91.2(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 under-performance counselling; and
 - (ii) Disciplinary action may be an appropriate outcome
- the 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 Executive Director Human Resources setting out what constitutes the under-performance and the steps already taken to remedy the underperformance. The Employee shall be provided with a copy of the written report.
- (e) The Executive Director Human Resources (or nominee) will provide advice to the Employee in accordance with clause 67 (Procedural Fairness Requirement). The Employee shall be provided with ten (10) working days in which to submit a written response to the report in 91.2(d).
- (f) The Executive Director Human Resources 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 67 (Procedural Fairness Requirement)). The Executive Director Human Resources may also provide comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
- (i) For an Academic Staff Member: the Provost; or
 - (ii) For a University College Teaching Focused Employee: Chief Executive, University College.
- (g) The relevant decision-maker shall first satisfy himself/herself that:
- (i) appropriate steps were taken to bring the nature of the under-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;
 - (iv) a reasonable opportunity has been afforded to the Employee to remedy the under-performance; and
 - (v) appropriate consultation with the Employee's colleagues by the Employee's Supervisor has 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) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 91.2(g) above. Any decision shall take effect no earlier than five (5) working days from receipt of the written advice.
- (j) Disciplinary sanction may include, but is not limited to:
 - (i) Formal warning or reprimand;
 - (ii) Withholding a Salary increment for up to 3 years;
 - (iii) Reducing Salary by 1 or more increments; or
 - (iv) Termination of employment.

91.3 Formal under-performance management – Additional requirements

- (a) Following advice from the Provost or Chief Executive (or nominee) in accordance with clause 91.2(i) above, the Teaching Focused Employee may request a review of the decision within five (5) working days. Within ten (10) working days the Provost or Chief Executive (or nominee) shall refer the matter to the Disciplinary Review Committee (DRC) convened under clause 93 (Disciplinary Review Committee),
- (b) Any review by the DRC shall be confined to consideration of whether the process set out at clause 91.2 has been followed. The DRC shall provide a report to the Provost or Chief Executive as soon as practicable after the conclusion of the committee proceedings.
- (c) The DRC may conclude:
 - (i) That the required process has not been properly followed, in which case the Provost or Chief Executive 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 relevant decision marker's decision is deemed final.

92. MISCONDUCT AND SERIOUS MISCONDUCT

92.1 Managing Misconduct and Serious Misconduct

- (a) Misconduct and serious misconduct in this Part will be dealt with in accordance with Clause 67 – Procedural Fairness Requirement.
- (b) The requirements of this clause (clause 92) do not apply to probationary Employees. The University may discipline or terminate a probationary Employee only in accordance with clause 36 (Probation).
- (c) 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 provide information to the Employee in accordance with clause 67(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.
- (d) Following the meeting referred to in clause 92.1(c)(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) Further investigation of the alleged conduct; or
 - (iii) The relevant Head of Budget Centre or Head of School (as the case may be) will provide a written report to the Executive Director Human Resources setting out the allegations.
- (e) The Executive Director Human Resources will provide the Employee subject to the report referred to in clause 92.1(d)(iii) above with a copy of the report and allow the Employee ten (10) working days to provide a written response.
- (f) If the Employee has not admitted the allegations in full, the matter will be referred by the Executive Director Human Resources to the DRC (convened under clause 93). The DRC shall be convened within ten (10) working days, where practicable.
- (g) The Executive Director Human Resources 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 Executive Director Human Resources may also provide comments and/or recommendations to the relevant decision-maker. The relevant decision-maker is:
 - (i) For an Academic Staff Member: the Provost (or nominee); or
 - (ii) For a University College Teaching Focused Employee: Chief Executive, University College.
- (h) The relevant decision-maker shall provide the Employee with advice in writing of any decision made in accordance with clause 92.1(g) above. Any decision shall take effect no earlier than five (5) working days from the date of the written advice.
- (i) Disciplinary sanction may include, but is not limited to:
 - (i) Formal warning or counselling;
 - (ii) Demotion by one or more classification levels or increments;
 - (iii) Withholding of an increment;
 - (iv) Suspension with; and
 - (v) Termination of employment.

92.2 Misconduct and Serious Misconduct

- (a) The following requirements apply to Teaching Focused Employees in addition to the requirements set out at clause 92.1 above.
- (b) A Teaching Focused Employee's employment may only be terminated on the basis of Serious Misconduct.
- (c) Where the allegations are admitted by the Teaching Focused Employee and they disagree with the disciplinary decision, they may make an application for review to the DRC in accordance with clause 93 (Disciplinary Review Committee). The Provost or the Chief Executive, University College shall refer the matter to the DRC within ten (10) working days.
- (d) 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 relevant decision-maker as soon as practicable after the conclusion of committee proceedings.
- (e) If, having considered the report referred to at either clause 92.1(f) or clause 92.2(d) above, the relevant decision-maker concludes that there is no Misconduct or Serious Misconduct, the relevant decision-maker shall immediately advise the Employee in writing and may, by agreement in writing with the Employee, publish the advice in an appropriate manner.

93. DISCIPLINARY REVIEW COMMITTEE

- (a) The DRC shall consist of three members:
 - (i) A nominee of the Provost;
 - (ii) A nominee of the NTEU Tasmanian Division; and
 - (iii) An independent chairperson agreed between the Provost and the NTEU Tasmanian Division.
- (b) The DRC shall:
 - (i) Conduct any interviews it requires to assist it to complete its inquiry;
 - (ii) Conduct all interviews in the presence of the Employee 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 Employee's representative in the absence of the Employee.
 - (iii) Take into account any other information provided it is relevant to the subject matter of the inquiry;
 - (iv) Permit the Teaching Focused Employee (or their representative) and the University through its representative, to ask questions and make submissions;
 - (v) Conduct all proceedings expeditiously, without unnecessary formality and in accordance with clause 67 (Procedural Fairness Requirement);

- (vi) Make and keep an audio recording of the proceedings (but not its own deliberations) which shall be available on requests by the Employee or the University's representative but only with the express permission of all parties;
- (vii) Conduct all proceedings in-camera unless otherwise agreed by the NTEU and University nominees to the DRC; and
- (viii) Provide its written report to the relevant decision-maker 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.

94. REQUIREMENTS RELEVANT TO LEAVE

- (a) All leave entitlements will be accrued and taken in accordance with an Employee's Employment Fraction.
- (b) Casual Employees do not accrue paid or unpaid leave entitlements other than those specifically provided for in the NES or this Agreement and relevant long service leave legislation.

95. CHRISTMAS CLOSE DOWN PERIOD (GRACE DAYS)

- (a) 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.
- (b) The following requirements apply to the ex-gratia 'paid leave days' referred to in clause 95(a) above:
 - (i) This entitlement applies until the Nominal Expiry Date of this Agreement;
 - (ii) The ex-gratia days do not accrue from year to year; and
 - (iii) 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.

96. ANNUAL LEAVE

96.1 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; and
 - (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.

96.2 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) Prior to the end of May in each year, a Teaching Focused Employee is required to apply for 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.

96.3 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 96.3(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.

96.4 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.

96.5 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 his/her accrued annual leave.
- (b) The minimum payout of accrued annual leave is five (5) days.
- (c) A minimum balance of 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.

96.6 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 notice that they must apply for leave to eliminate the excess entitlement within six (6) months of receipt of the notice, but only if the request is reasonable. An Employee will not be required to reduce their annual leave accrual below four (4) weeks.
- (b) An Employee will not be required to reduce their annual leave accrual below four (4) weeks.
- (c) If the University has provided an Employee with notice in accordance with clause 96.6(a) above, the Employee shall have two (2) months in which to provide a leave proposal to the relevant Head of Budget Centre. The proposal must:
 - (i) Reduce the leave accrual below six (6) weeks within six (6) months of receipt of the notice; or
 - (ii) The Head of Budget Centre may approve a longer period to reduce the leave accrual below six (6) weeks provided a written leave proposal has been made and the leave accrual will be reduced below six (6) weeks within a period not exceeding two (2) years.
- (d) If an Employee's proposal is rejected, the Employee shall be provided with two (2) additional months to provide a proposal acceptable to the relevant Head of Budget Centre. If, at the end of that additional period agreement has not been reached, and there are no exceptional circumstances, the relevant Head of Budget Centre may direct the Employee to take one or more periods of annual leave at specified times. The University must give at least two (2) months' notice of the date on which the Employee is directed to take leave.

96.7 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.

97. LONG SERVICE LEAVE

97.1 Entitlement to long service leave

- (a) The long service leave entitlement is:
 - (i) After the completion of ten (10) years of continuous service with the University or other service recognised under clause 97.9 (Recognition of service with another employer); and
 - (ii) 6.5 working days leave for each completed year of service.

97.2 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 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.

97.3 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 Human Resources 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 lodged with the relevant Head of Budget Centre not less than 6 months before the date on which the leave, if approved, is to commence; and
 - (iii) The relevant Head of Budget Centre and Employee may agree lesser periods of notice.

97.4 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) The timing of such leave shall be at the Employee's choosing, provided that at least 3 months' notice is given; and
 - (iii) Within 2 years of such notice.
- (b) The relevant Head of Budget Centre may direct an Employee to reduce their long service leave balance to 65 or more working days by the giving of at least 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 97.4(b) shall be considered in accordance with clause 15 (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.

97.5 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 97.5(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 7 and 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 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 4 years' continuous service with the University.

97.6 Long service leave on half pay

- (a) An Employee may apply to take a continuous period (minimum of 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.

97.7 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 his or her long service leave balance.
- (b) Each application will be considered on its merits by the relevant Head of Budget Centre in consultation with the Dean/Chief Executive. Approval will be subject to the operational requirements of the Budget Centre.
- (c) For the purposes of this clause (clause 97.7), "double pay" means payment of a non-superannuable allowance equal to, and in addition to, normal Salary payable whilst on long service leave.

97.8 Payment in lieu of taking long service leave

- (a) 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 25 days.

97.9 Recognition of service with another employer

- (a) 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 Human Resources 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:
 - (i) Be limited to 45.5 days leave; and
 - (ii) Not include any accrued leave which has been taken or paid out by a previous employer, or for which the Employee was entitled to a payout on termination of employment.

97.10 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 96.7 (Personal/carer's leave or community service leave while on annual leave) above.

98. PUBLIC HOLIDAYS

98.1 Holiday entitlement

Employees shall not normally be required to work on the public holidays observed under this Agreement.

98.2 Prescribed public holidays

(a) The University shall observe public holidays which are officially proclaimed with the current public holidays observed in Tasmania being as follows:

- (i) New Year's Day
- (ii) Australia Day
- (iii) Labour Day
- (iv) Good Friday
- (v) Easter Monday
- (vi) Easter Tuesday
- (vii) Anzac Day
- (viii) Queen's Birthday
- (ix) Christmas Day
- (x) Boxing Day
- (xi) Show Day - which is observed in the local area
- (xii) Recreation Day - North of Oatlands
- (xiii) Hobart Regatta Day - South of and including Oatlands
- (xiv) Launceston Cup Day - half day - Launceston only
- (xv) Devonport Cup - half day - Devonport only.

98.3 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 98.2 above).

98.4 Working on public holidays

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.

99. PARENTAL LEAVE

99.1 Definitions

The following definitions apply to this clause:

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 if the day on which the Employee first takes custody of the child for adoption, or the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.
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.
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 adoption date of the child.
Parental Leave	includes both paid and unpaid Parental Leave.
Parental Leave Period	Means the period of Parental Leave provided at clause 99.4(b)3.1(i) (Paid Parental Leave)

99.2 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
 - (ii) The placement of a child with the Employee for adoption and the child:
 - a. Is under 16 years of age at the day of placement;
 - b. Has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement; and
 - c. Is not a child of the Employee's Spouse.
- (b) Eligible Casual Employees will only be entitled to unpaid Parental Leave.

99.3 Unpaid Parental Leave

- (a) Section 70 of the Act provides an entitlement to unpaid parental leave of up to 12 months' duration in relation to the birth of a child.
- (b) Leave taken by the Employee and the Employee's Spouse must not overlap except for a period of up to three (3) weeks from the date of the birth of the child.
- (c) The combined period of Parental Leave of the Employee and the Employee's Spouse following the birth of the child, not counting any period of overlap for the Spouse or Partner, must not exceed twenty-four (24) months' duration.

99.4 Paid Parental Leave

- (a) An Eligible Employee is entitled to a maximum of twenty-six (26) weeks paid Parental Leave in relation to each child.
- (b) Paid Parental Leave is available as follows:
 - (i) The Primary Care Giver shall be entitled to:

An initial 14 week period	Paid at the Employee's: <ul style="list-style-type: none"> • Substantive Employment Fraction; and • Ordinary Rate of Pay
An additional 12 week period	If, at the conclusion of the initial 14 week period, the Employee commits to return to work for a period of 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

Requirements:

- (1) The 'Substantive Employment Fraction does not include any temporary changes to the Employee's Employment Fraction arising as a consequence of the Employee's pregnancy.
 - (2) If the Employee's current contract of employment will end within the Recommitment period following the Parental Leave Period, an entitlement to the additional 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 26 week period following the return to work. The 12 week amount shall be repayable on a pro rata basis if the Employee resigns her/his employment, or does not accept an offer of extension of employment, with effect prior to the end of such 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).
- (c) 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 99.2 (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 sub-clause 99.4(b)(i) – Requirement (2) will be required where the Employee takes a period of paid Parental leave but does not return to work for a period of 26 weeks thereafter.

99.5 Parental leave within the initial 12-month period

- (a) An Employee who has applied for a period of parental leave (including adoption 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.

99.6 Parental leave beyond the initial 12-month period

- (a) An Employee may request a further period of Parental Leave (including adoption leave) of up to 12 months immediately following the initial 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 available parental leave period.
- (c) The University may refuse the request on reasonable business grounds and shall provide the Employee with a written response (within 21 days of the request) specifying reasons for the refusal.

99.7 Leave where the Employee is not the Primary Care Giver (Paid Partner's Leave)

An Employee who is not the Primary Care Giver of the child shall be entitled to up to ten (10) days' paid leave in relation to the birth of a child to the Employee's Spouse. This paid component is restricted to the period from one (1) week before the expected date to five (5) weeks after the birth of the child.

99.8 Adoption leave

(a) Leave prior to the placement of the child

An Employee shall be entitled to up to two (2) days' paid adoption leave for the purpose of attendance at interviews or examinations relating to the adoption application.

(b) Where the Employee is the Primary Care Giver

An Employee is entitled to Paid Parental Leave is payable and repayable in accordance with clause 99.4 (Paid Parental Leave).

(c) Where the Employee is not the Primary Care Giver of the child (Paid Partner's Leave)

- (i) An Employee who is not the Primary Care Giver of the child shall be entitled to up to ten (10) days' paid adoption leave. This paid component is restricted to the period from one (1) week before the day of placement of the adopted child and five (5) weeks after the day of placement.

99.9 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.
- (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 Executive Director, Human Resources 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.

99.10 Where pregnancy does not result in the birth of a child

- (a) An Employee 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 is provided above.
- (b) An Employee whose pregnancy terminates before she has been pregnant for a period of twenty (20) weeks is eligible for Personal Leave. The Employee is also entitled to unpaid Special Parental Leave by giving the University notice that she wishes to take such leave. The notice must be given to the Executive Director, Human Resources 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.

99.11 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 her to continue in her 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 99.11(a)(i) and (ii) above, all other terms and conditions of employment will be maintained.

99.12 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 he or she takes.

99.13 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.

99.14 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).

100. PERSONAL/CARER'S LEAVE

100.1 Taking paid personal/carer's leave

- (a) Personal/carer's leave shall be provided to continuing and Fixed-term Employees who are absent from work:
 - (i) Because the Employee is not fit for work because of illness or injury affecting the Employee (Personal Leave); or
 - (ii) To provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's Household, who requires care or support because of:
 - a. An illness or injury affecting the member; or
 - b. An unexpected emergency affecting the member; or
 - c. Due to a family violence situation affecting the member.
- (b) If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

100.2 Family Violence Leave

- (a) Family violence includes physical, sexual, financial, verbal or emotional abuse by an Immediate Family member.
- (b) This clause (clause 100.2) applies to all Employees, including Casual and Fixed-term Employees.
- (c) 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.
- (d) An Employee may access up to five (5) days of paid family violence leave per year. An Employee who requires additional family violence leave may utilise their personal / carer's leave accrual.
- (e) Family violence leave is not cumulative from year to year.

100.3 Entitlements – Continuing Employees

- (a) Continuing Employees shall be entitled to Personal/carer’s Leave in accordance with the schedule set out below. Personal/carer’s leave shall:
- (i) Accrue in full from the commencement of each 3-year period of continuous service; and
 - (ii) As an Employee becomes eligible for an improved Category of Personal/carer’s leave the new entitlement replaces the previous entitlement.

Examples:

1. An Employee has completed 6 years of continuous service and is commencing their seventh year. At the anniversary date of the seventh year the Employee’s personal/carer’s leave accrual increases to 99 working days. The previous Category B entitlement is replaced in full by the Category C entitlement.
2. An Employee completes 12 years of continuous service. The Employee’s personal/carer’s leave entitlement will increase to 165 working days for the 3 year period representing 12 – 15 years of continuous service. At the 15 year mark the entitlement will again increase to 165 working days for the next 3 year period.

- (b) Notwithstanding the entitlements set out below, if the NES provides a greater entitlement (cumulative from 1 January 2010) the NES entitlement shall apply.

Category A: Less than 3 years’ service	
44 working days	full salary
132 working days	without salary

Category B: 3 years’ service but not more than 6 years’ service	
77 working days	full salary
132 working days	without salary

Category C: 6 years’ service but not more than 9 years’ service	
99 working days	full salary
132 working days	without salary

Category D: Greater than 9 years’ service	
165 working days	full salary
66 working days	without salary

- (i) Continuing Employees shall have the following Personal/carer's Leave entitlements:

For the triennium commencing at the start of	Entitlement for three year period
1st year of employment	Category A
4th year of employment	Category B
7th year of employment	Category C
10th year of employment	Category D
Each subsequent three-year period	Category D

- (ii) On request, a component of a Continuing Employee's Personal/carer's Leave full pay entitlement will be converted to half pay in any triennium up to the limits detailed below:

Maximum number of days which may be converted to half pay	
Category A	22 days' full pay to 44 days' half pay
Categories B, C & D	33 days' full pay to 66 days' half pay

100.4 Entitlements: Fixed-term Employees

- (a) For each year of service a Fixed-term Employee accrues ten (10) days of paid Personal/carer's leave. By way of example, an employee appointed for a six (6) month period shall have a personal/carer's leave entitlement of 5 days for the duration of that entitlement. The entitlement shall accrue in full from the Employee's date of commencement. Unused Personal/carer's leave accumulates from year to year.
- (b) Fixed-term Employees who have been continuously employed for more than 6 years shall be entitled to Personal/carer's leave in accordance with clause 100.3 (Entitlements - Continuing Employees). Accordingly:
- (i) At the commencement of the seventh year of continuous fixed-term employment an Employee shall have their existing Personal/carer's leave balance replaced by the entitlement that applies to a Category C Employee under clause 100.3 (Entitlements - Continuing Employees); then
- (ii) At the commencement of the 10th year, and at the commencement of each subsequent three-year period, the Employee shall have a Personal/carer's leave entitlement that applies to a Category D Employee.

100.5 Accessing other leave entitlements

Where an Employee is absent for Personal/carer's leave purposes, and the Employee has exhausted their Personal/carer's leave balance, the Employee may apply for access to Annual leave or Long Service leave.

100.6 Unpaid Carer's Leave

An Employee (including a Casual Employee) is 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 100.1(a)(ii)a or b (Taking paid personal/carer's leave) above.

101. NOTICE AND EVIDENCE

101.1 Notice of absence

- (a) An Employee claiming Personal/carer's leave, Family Violence 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, or the Employee cannot demonstrate reasonable attempts to provide such notice.

101.2 Evidence

- (a) An Employee shall be entitled to 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 a medical certificate or a statutory declaration signed by the Employee.
- (b) Notwithstanding clause 101.2(a) above, a medical certificate may be required by the relevant Head of Budget Centre for health-related absences (in respect of the Employee or the person being cared for) of 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.

(d) Family Violence Leave

For the purpose of family violence leave, 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.

102. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of Compassionate Leave for each occasion where a member of the Employee's Immediate Family, or a member of the Employee's household:
 - (i) Contracts or develops a illness that poses a serious threat to his or her life; or
 - (ii) Sustains a injury that poses a serious threat to his or her life; or
 - (iii) Dies (in which case the entitlement shall be to 3 days of Compassionate Leave).
- (b) Additional paid or unpaid Compassionate Leave may be granted in extenuating circumstances, such as for the death of a Spouse or Partner 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.
- (c) 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.
- (d) 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.

103. COMMUNITY SERVICE LEAVE

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

104. ABORIGINAL AND TORRES STRAIT ISLANDER LEAVE

- (a) The University acknowledges that participation of Aboriginal and Torres Strait Islander Employees in cultural or ceremonial activities enhances the University's engagement with the Aboriginal community and the effectiveness of Aboriginal and Torres Strait Islander people as Employees, and the contributions that they bring enriches the University.
- (b) In order to assist Aboriginal and Torres Strait Islander Employees to fulfil cultural responsibilities, the University supports Aboriginal or Torres Strait Islander Employees by providing five (5) days paid Aboriginal and Torres Strait Islander leave annually (in addition to other leave provisions), for the purposes of:
 - (i) fulfilling ceremonial/cultural obligations that may include relevant cultural events (such as Mannalargenna Day), initiation, birthing and naming, smoking or cleansing, sacred land or sea ceremonies, or other relevant cultural activities;
 - (ii) participating in non-University National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week;
 - (iii) 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
 - (iv) other compassionate or other appropriate grounds as determined by the relevant Head of Budget Centre or Supervisor.
- (c) Applications for leave under this clause should be made with reasonable advance notice and outline the purpose of the leave as outlined in the clauses 104(b)(i) to (iv) above.
- (d) The University acknowledges that Aboriginal and Torres Strait people may have commitments and obligations to maintaining their relationship to Country, their communities and to the broader community. The University acknowledges that staff engaging in these activities contribute to the University's Strategic Plan for Aboriginal Engagement 2017-2020 and supports Aboriginal and Torres Strait Islander staff to participate in relevant community or board meetings and seminars as part of their normal duties. Requests to participate in these activities will be in consultation with the relevant Head of Budget Centre or Supervisor.

105. SPECIAL LEAVE WITH AND WITHOUT PAY

105.1 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 not exceeding 5 working days in any one calendar year.

105.2 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 20 working days, that leave shall not be regarded as service for the purpose of accrual of Annual Leave and Long Service Leave.

106. DEFENCE RESERVE LEAVE

- (a) 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 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 he/she is required to undertake.
- (b) Defence Reserve Leave shall be counted as service for all purposes.
- (c) Additional discretionary Defence Reserve Leave may be granted by the Executive Director, Human Resources.

107. TRADE UNION TRAINING LEAVE

- (a) An Employee 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:
 - (i) That the operating requirements of the University permit the granting of such leave;
 - (ii) That the Employee makes application with reasonable notice;
 - (iii) 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
 - (iv) That leave on full pay in excess of 5 working days and up to 10 working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding 10 working days.

108. STUDY LEAVE

108.1 Teaching Focused Employees

(a) Study leave eligibility – recognition of prior service

The University will recognise service at Teaching Focused 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 that prior university and commencement of employment with the University.

109. PURCHASE OF EXTRA LEAVE

- (a) All Employees (other than Casual Employees) may apply annually in each year for five or more days of extra paid leave at the Employee's current Employment Fraction, which shall accrue during a 12-month period starting 1 September in each year.
- (b) 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 granted, 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 12-month period.
- (c) The approved arrangement shall be put in place in writing, signed by the Employee and the relevant Head of Budget Centre, and co-signed by the Executive Director, Human Resources (or nominee). Any restrictions or requirements on the taking of leave during the 12-month period shall be specified in the signed document.
- (d) Superannuation contributions during the 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.

110. 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.

111. PROBATION

111.1 Teaching Focused Employees

- (a) Probation is the commencement of the Performance and Career Development process for a new Teaching Focused Employee. Teaching Focused Employees who were employed prior to the Commencement Date and have a probation period specified in their contract of employment shall remain subject to those probationary terms.
- (b) A probationary period offers a period of mutual evaluation for the University and the probationary Teaching Focused Employee, 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 Teaching Focused Employee in their offer of employment.

(d) Length of probation

Unless the University determines otherwise, a Teaching Focused Employee employed on a continuing or fixed-term appointment shall normally serve a period of probation of no more than 12 months.

(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 Teaching Focused Employee's Supervisor within the first six (6) weeks of appointment.
- (ii) Regular reviews will be conducted in accordance with the Performance and Career Development process by the Supervisor.
- (iii) The Supervisor will meet with the probationary Teaching Focused Employee twice within the probation 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 Provost (or nominee) and include the Chair or Deputy Chair of Academic Senate (or nominee), one representative from each from each Faculty, one from the Institutes and one from University College.
- (ii) The APC may meet every 6 months to consider probationary performance and career development plans and interim and final probationary reports.
- (iii) The APC may, when considering the performance of a probationary

Teaching Focused Employee, 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 a Teaching Focused Employer's probationary period for a period 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 Teaching Focused Employee'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 Teaching Focused Employee elected by staff and one Teaching Focused Employee nominated by the Vice-Chancellor.

PART O - UNION RIGHTS

112. UNION RIGHTS, RESOURCES AND DELEGATES

112.1 Recognition

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.

112.2 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.


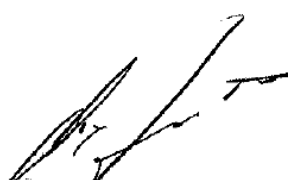
112.3 Union delegates rights

- (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 15 (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.



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.

SIGNATURES

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



<p>Signed:</p>  <p>Date: 4 July 2018</p> <hr/> <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>Chris Smyth</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: 2 July 2018</p> <hr/> <p>Mr Grahame McCulloch 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</p>  <p>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: 5 July 2018</p> <hr/> <p>Mr Tom Lynch 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>Natalie Claire Jones</p>  <p>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: 5 July 2018</p> <hr/> <p>Mr Tim Jacobson State Secretary Health and Community Services Union 11 Clare Street New Town 7008</p>	<p>Witnessed by:</p> <p>James Eddington</p>  <p>11 Clare Street New Town TAS 7008</p>
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SCHEDULE 1 -SALARY RATES – ACADEMIC STAFF MEMBERS

1. ACADEMIC STAFF MEMBERS

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Classification and Incremental Step	\$	\$	\$	\$	\$	\$	\$
Level A							
Step One (S1)	65,798		66,785		---	---	---
Step Two (S2)	69,337		70,377		S1 71,433	Step Increase deferred to 2021	72,861
Step Three (S3)	72,872		73,965		S2 75,075		76,576
Step Four (S4)	76,412		77,558		S3 78,722		80,296
Step Five (S5)	79,283		80,472		S4 81,679		83,313
Step Six (S6)	82,155		83,387		S5 84,638		86,331
Step Seven (S7)	85,032		86,307		S6 87,602		89,354
Step Eight (S8)	87,905		89,224		S7 90,562		92,373
Step Nine (from 1 March 18)		88,784	90,116	91,008	S8 92,373		94,221
<p>Provided that any Employee whilst required to carry out full subject co-ordination duties as part of his or her normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification, shall be paid a Salary no lower than the Salary for Level A, Step 6.</p>							

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Level B							
Step One (S1)	92,326		93,711				
Step Two (S2)	95,646		97,081		S1 98,537	Step Increase deferred to 2021	100,508
Step Three (S3)	98,956		100,440		S2 101,947		103,986
Step Four (S4)	102,279		103,813		S3 105,370		107,478
Step Five (S5)	105,587		107,171		S4 108,778		110,954
Step Six (S6)	108,862		110,495		S5 112,152		114,395
Step Seven (from 1 March 18)		109,951	111,600	112,705	S6 114,395		116,683
Level C							
Step One (S1)	112,184		113,867				
Step Two (S2)	115,456		117,188		S1 118,946	Step Increase deferred to 2021	121,325
Step Three (S3)	118,729		120,510		S2 122,318		124,764
Step Four (S4)	122,004		123,834		S3 125,692		128,205
Step Five (S5)	125,273		127,152		S4 129,059		131,641
Step Six (S6)	128,548		130,476		S5 132,433		135,082
Step Seven (from 1 March 18)		129,834	131,781	133,086	S6 135,082		137,784
Level D							
Step One (S1)	134,000		136,010				
Step Two (S2)	138,356		140,431		S1 142,538	Step Increase deferred to 2021	145,389
Step Three (S3)	142,723		144,864		S2 147,037		149,978
Step Four (S4)	147,085		149,291		S3 151,531		154,561
Step Five (from 1 March 18)		148,556	150,784	152,277	S4 154,562		157,653

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Level E							
Step One (S1)	171,085		173,651		S1 176,256	Step Increase deferred to 2021	179,781
Step Two (from 1 March 18)		172,796	175,388	177,125	S2 179,781		183,377

2. CLINICAL LOADING – MEDICAL ACADEMIC

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
	Per annum	Per annum	Per annum	Per annum	Per annum
Pre-clinical medical discipline	14,669	15,112	15,339	Increase deferred to 2021	15,646
Para-clinical medical discipline	19,850	20,148	20,450		20,859
Full clinical medical discipline with responsibility for patient care	29,775	30,222	30,675		31,288

3. CASUAL LECTURING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	25%	25%	25%	25%
A Basic Lecture which will generally consist of 1 hour of delivery and 2 hours of associated working time.	181.47	184.19	193.42	Increase deferred to 2021	197.29
B Developed Lecture which will generally consist of 1 hour of delivery and 3 hours of associated working time.	241.96	245.59	257.90		263.06
C Specialised Lecture which will generally consist of 1 hour of delivery and 4 hours of associated working time.	302.45	306.99	322.37		328.82
D Repeat Lecture which will generally consist of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat Lecture applies to a Lecture in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably contemporaneous with it.	120.98	122.80	128.95		131.53

4. CASUAL TUTORING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	25%	25%	25%	25%
E Tutorial which will generally consist of one (1) hour of delivery and two (2) hours of associated working time.	131.55	133.53	142.44	Increase deferred to 2021	145.29
F Repeat Tutorial which will generally consist of one (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat Tutorial applies to a Tutorial in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably contemporaneous with it.	87.70	89.02	94.96		96.86
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.	155.87	158.21	166.21		169.53
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 7 days.	103.92	105.47	110.81		113.02

5. MUSIC ACCOMPANYING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	87.70	89.02	94.96	Increase deferred to 2021	96.86
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.	103.92	105.47	110.81		113.02

6. UNDERGRADUATE CLINICAL NURSE EDUCATION

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	87.70	89.02	94.96	Increase deferred to 2021	96.86
M Little Preparation Required which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time.	65.78	66.76	71.22		72.64
N Normal Preparation Required which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	103.92	105.47	110.81		113.02
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.	77.94	79.11	83.10		84.77

7. CASUAL MARKING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	60.49	61.40	64.47	Increase deferred to 2021	65.76
Q Standard marking	43.85	44.51	47.48		48.43
R Standard marking , in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	51.96	52.74	55.40		56.51

8. OTHER REQUIRED ACADEMIC ACTIVITIES

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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, repititeur 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.	43.85	44.51	47.48	Increase deferred to 2021	48.43
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.	51.96	52.74	55.40		56.51

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

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Incremental Step	\$	\$	\$	\$	\$	\$	\$
1	59,673		60,568			Step Increase deferred to 2021	
2	64,857		65,830		S1 66,817		68,154
3	69,065		70,101		S2 71,152		72,576
4	73,283		74,382		S3 75,498		77,008
5	76,007		77,147		S4 78,304		79,870
6	78,544		79,722		S5 80,918		82,536
7	80,781		81,993		S6 83,223		84,887
8 (New)		81,185	82,403	82,813	S7 84,055		85,736
Qualification Based Steps	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
9	83,168	83,584	84,838	85,260	S8 86,539	Step Increase deferred to 2021	88,269
10	86,355	86,787	88,089	88,527	S9 89,855		91,652

2. ELC MANAGERS

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Incremental Step	\$	\$	\$	\$	\$	\$	\$
1	89,357		90,697			Step Increase deferred to 2021	
2	92,356		93,741		S1 95,147		97,050
3	95,543		96,976		S2 98,431		100,399
4	98,543		100,021		S3 101,521		103,552
5 (New)		99,036	100,521	101,021	S4 102,536		104,587

3. ELC DIRECTOR OF STUDIES

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Incremental Step	\$	\$	\$	\$	\$	\$	\$
1	104,543		106,111			Step Increase deferred to 2021	
2	107,542		109,155		S1 110,792		113,008
3	112,232		113,915		S2 115,624		117,937
4	113,920		115,629		S3 117,363		119,710
5 (New)		114,490	116,207	116,785	S4 118,537		120,907

4. CASUAL ELC RATES OF PAY

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
	(inclusive of 25% loading)	(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	73.17	74.27	81.93	Increase deferred to 2021	83.57
Other activities, not associated with classroom teaching, including, but not limited to: <ul style="list-style-type: none"> Reasonable time taken for all marking that is not undertaken within class attendance at meetings required staff development activities travel between campuses 	38.51	39.09	43.12		43.98

5. RATES OF PAY IELTS TESTING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)
Examiner (equal to Mon-Fri teaching rate)	73.17	74.27	81.93	Increase deferred to 2021	83.57
Test Day Organiser (Clerical Marking rate +20%)	55.46	56.29	57.13		58.27
Clerical Marking	46.21	46.91	47.61		48.56
Invigilator	29.99	30.44	30.90		31.52

SCHEDULE 3 - SALARY RATES – PROFESSIONAL EMPLOYEES

1. Professional Employees

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019		From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%		2.00%	2.00%
HEO Level and Incremental Step	\$	\$	\$	\$	\$		\$	\$
1.1	46,015	---	46,705			---	Step Increase deferred to 2021	---
1.2	47,768	---	48,485		1.1	49,212		50,196
1.3	49,516	---	50,259		1.2	51,013		52,033
1.4	---	49,764	50,510	50,762	1.3	51,524		52,554
2.1	50,771	---	51,533	---		---		---
2.2	52,017	---	52,797	---	2.1	53,589		54,661
2.3 (New)	---	52,277	53,061	53,325	2.2	54,125		55,207
3.1	52,516	---	53,304	---		---		---
3.2	54,266	---	55,080	---	3.1	55,906	57,024	
3.3	56,022	---	56,862	---	3.2	57,715	58,870	
3.4	57,764	---	58,630	---	3.3	59,510	60,700	
3.5	59,521	---	60,414	---	3.4	61,320	62,546	
3.6 (New)	---	59,819	60,716	61,018	3.5	61,933	63,172	

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019		From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%		2.00%	2.00%
HEO Level and Incremental Step	\$	\$	\$	\$	\$		\$	\$
4.1	60,024	---	60,924	---		---	Step Increase deferred to 2021	---
4.2	61,516	---	62,439	---	4.1	63,375		64,643
4.3	63,023	---	63,968	---	4.2	64,928		66,226
4.4	64,523	---	65,491	---	4.3	66,473		67,803
4.5 (New)	---	64,846	65,818	66,146	4.4	67,138		68,480
5.1	65,021	---	65,996	---		---		---
5.2	67,396	---	68,407	---	5.1	69,433		70,822
5.3	69,772	---	70,819	---	5.2	71,881		73,318
5.4	72,143	---	73,225	---	5.3	74,324		75,810
5.5	74,521	---	75,639	---	5.4	76,773		78,309
5.6 (New)	---	74,894	76,017	76,395	5.5	77,541		79,092
6.1	75,022	---	76,147	---		---		---
6.2	76,773	---	77,925	---	6.1	79,093		80,675
6.3	78,523	---	79,701	---	6.2	80,896		82,514
6.4	80,274	---	81,478	---	6.3	82,700		84,354
6.5	82,019	---	83,249	---	6.4	84,498		86,188
6.6 (New)	---	82,634	83,874	84,498	6.5	85,765	87,481	
7.1	82,515	---	83,753	---		---	---	
7.2	84,858	---	86,131	---	7.1	87,423	89,171	
7.3	87,203	---	88,511	---	7.2	89,839	91,635	
7.4	89,544	---	90,887	---	7.3	92,250	94,095	
7.5	91,893	---	93,271	---	7.4	94,670	96,564	
7.6 (New)	---	92,582	93,971	94,670	7.5	96,090	98,012	

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019		From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%		2.00%	2.00%
HEO Level and Incremental Step	\$	\$	\$	\$	\$		\$	\$
8.1	92,385	---	93,771	---		---	Step Increase deferred to 2021	---
8.2	95,243	---	96,672	---	8.1	98,122		100,084
8.3	98,106	---	99,578	---	8.2	101,071		103,093
8.4	100,963	---	102,477	---	8.3	104,015		106,095
8.5	103,830	---	105,387	---	8.4	106,968		109,108
8.6	106,694	---	108,294	---	8.5	109,919		112,117
8.7 (New)	---	107,494	109,106	109,918	8.6	111,567		113,799
9.1	107,187	---	108,795	---		---		---
9.2	108,544	---	110,172	---	9.1	111,825		114,061
9.3	109,901	---	111,550	---	9.2	113,223		115,487
9.4	111,259	---	112,928	---	9.3	114,622		116,914
9.5	112,715	---	114,406	---	9.4	116,122		118,444
9.6 (New)		113,561	115,264	116,122	9.5	117,864		120,221

10.1	114,588	---	116,307	---	10.1	118,051	120,412	
10.2 (New)	---	115,448	117,179	118,052	10.2	119,822	122,219	

2. Research Assistants

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019		From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%		2.00%	2.00%
Incremental Step	HEO Level and Incremental Step	\$	\$	\$	\$		\$	\$
RA.1	65,798	---	66,785	---		---	Step Increase deferred to 2021	---
RA.2	69,337	---	70,377	---	RA1	71,433		72,861
RA.3	72,872	---	73,965	---	RA2	75,075		76,576
RA.4 (New)	---	73,237	74,335	74,705	RA3	75,826		77,342

3. Juniors and Supported Wage Employees

Age	Relativity to HEO Level 2.2	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase		1.50%	1.50%	1.50%	2.00%	2.00%
Less than 17 years	51%	26,529	26,926	27,604	Increase deferred to 2021	28,156
17 years	61%	31,730	32,206	33,016		33,676
18 years	76%	39,533	40,126	41,135		41,957
19 years	84%	43,694	44,349	45,465		46,374

4 Apprentices

	Relativity to HEO Level 2.2	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase		1.50%	1.50%	1.50%	2.00%	2.00%
First	51%	26,529	26,926	27,604	Increase deferred to 2021	28,156
Second	61%	31,730	32,206	33,016		33,676
Third	76%	39,533	40,126	41,135		41,957
Fourth	91%	47,335	48,045	49,254		50,238

5 Casual Professional Rates of Pay

	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
HEO Level	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)
Sub-HEO Level 1	26.06	26.45	26.84	Increase deferred to 2021	27.38
1	30.00	30.45	32.08		32.72
2	33.10	33.59	34.93		35.63
3	34.23	34.75	36.44		37.17
4	39.13	39.71	41.31		42.14
5	42.39	43.02	45.26		46.17
6	48.90	49.64	51.56		52.59
7	53.79	54.60	56.99		58.13
8	60.22	61.13	63.96		65.24
9	69.87	70.92	72.90		74.35
10	74.70	75.82	76.95	78.49	

The rates for Casual Research Assistants are as follows:

	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)
RA.1	42.89	43.54	46.56	Increase deferred to 2021	47.50
RA.2	45.20	45.88	48.94		49.92
RA.3	47.50	48.22	49.43		50.42

3.1 The Sub-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 28.5(e) do not apply to certain categories of Casual Employees. Instead, they shall receive an all-inclusive rate as outlined in the table below.

	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)	(inclusive of 25% loading)
UniGym Fitness Instructors per hour	39.12	39.70	40.30	Increase deferred to 2021	41.11
AMC Bluefin Crew per day	799.63	811.62	823.80	Increase deferred to 2021	840.27

SCHEDULE 4 - SALARY RATES – TEACHING-FOCUSED EMPLOYEES

1. TEACHING FOCUSED EMPLOYEES

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Classification and Incremental Step	\$	\$	\$	\$	\$	\$	\$
Level A							
Step One (S1)	65,798		66,785			---	Step Increase deferred to 2021
Step Two (S2)	69,337		70,377		S1	71,433	---
Step Three (S3)	72,872		73,965		S2	75,075	72,861
Step Four (S4)	76,412		77,558		S3	78,722	76,576
Step Five (S5)	79,283		80,472		S4	81,679	80,296
Step Six (S6)	82,155		83,387		S5	84,638	83,313
Step Seven (S7)	85,032		86,307		S6	87,602	86,331
Step Eight (S8)	87,905		89,224		S7	90,562	89,354
Step Nine (from 1 March 18)		88,784	90,116	91,008	S8	92,373	92,373
<p>Provided that any Employee whilst required to carry out full subject co-ordination duties as part of his or her normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification, shall be paid a Salary no lower than the Salary for Level A, Step 6.</p>							

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Level B							
Step One (S1)	92,326		93,711		---	Step Increase deferred to 2021	---
Step Two (S2)	95,646		97,081		S1 98,537		100,508
Step Three (S3)	98,956		100,440		S2 101,947		103,986
Step Four (S4)	102,279		103,813		S3 105,370		107,478
Step Five (S5)	105,587		107,171		S4 108,778		110,954
Step Six (S6)	108,862		110,495		S5 112,152		114,395
Step Seven (from 1 March 18)		109,951	111,600	112,705	S6 114,395		116,683
Level C							
Step One (S1)	112,184		113,867			Step Increase deferred to 2021	
Step Two (S2)	115,456		117,188		S1 118,946		121,325
Step Three (S3)	118,729		120,510		S2 122,318		124,764
Step Four (S4)	122,004		123,834		S3 125,692		128,205
Step Five (S5)	125,273		127,152		S4 129,059		131,641
Step Six (S6)	128,548		130,476		S5 132,433		135,082
Step Seven (from 1 March 18)		129,834	131,781	133,086	S6 135,082		137,784
Level D							
Step One (S1)	134,000		136,010			Step Increase deferred to 2021	
Step Two (S2)	138,356		140,431		S1 142,538		145,389
Step Three (S3)	142,723		144,864		S2 147,037		149,978
Step Four (S4)	147,085		149,291		S3 151,531		154,561
Step Five (from 1 March 18)		148,556	150,784	152,277	S4 154,562		157,653

	From 1 July 2017 (already paid)	From 1 March 2018	From 1 July 2018	From 1 March 2019	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	Step Increase	1.50%	Step Increase	1.50%	2.00%	2.00%
Level E							
Step One (S1)	171,085		173,651		S1 176,256	Step Increase deferred to 2021	179,781
Step Two (from 1 March 18)		172,796	175,388	177,125	S2 179,781		183,377

2. CLINICAL LOADING – MEDICAL ACADEMIC

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
	Per annum	Per annum	Per annum	Per annum	Per annum
Pre-clinical medical discipline	14,669	15,112	15,339	Increase deferred to 2021	15,646
Para-clinical medical discipline	19,850	20,148	20,450		20,859
Full clinical medical discipline with responsibility for patient care	29,775	30,222	30,675		31,288

3. CASUAL LECTURING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	25%	25%	25%	25%
A Basic Lecture which will generally consist of 1 hour of delivery and 2 hours of associated working time.	181.47	184.19	193.42	Increase deferred to 2021	197.29
B Developed Lecture which will generally consist of 1 hour of delivery and 3 hours of associated working time.	241.96	245.59	257.90		263.06
C Specialised Lecture which will generally consist of 1 hour of delivery and 4 hours of associated working time.	302.45	306.99	322.37		328.82
D Repeat Lecture which will generally consist of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat Lecture applies to a Lecture in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably	120.98	122.80	128.95		131.53

4 CASUAL TUTORING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	25%	25%	25%	25%
E Tutorial which will generally consist of one (1) hour of delivery and two (2) hours of associated working time.	131.55	133.53	142.44	Increase deferred to 2021	145.29
F Repeat Tutorial which will generally consist of one (1) hour of delivery and one (1) hour of associated working time, provided that the hourly rate in a repeat Tutorial applies to a Tutorial in the same subject matter within a period of 7 days and any student consultation directly associated and reasonably contemporaneous with it.	87.70	89.02	94.96		96.86
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.	155.87	158.21	166.21		169.53
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 7 days.	103.92	105.47	110.81		113.02

5. MUSIC ACCOMPANYING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	87.70	89.02	94.96	Increase deferred to 2021	96.86
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.	103.92	105.47	110.81		113.02

6. UNDERGRADUATE CLINICAL NURSE EDUCATION

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	87.70	89.02	94.96	Increase deferred to 2021	96.86
M Little Preparation Required which will generally consist of one (1) hour of delivery and one half (0.5) hour of associated working time.	65.78	66.76	71.22		72.64
N Normal Preparation Required which will generally consist of one (1) hour of delivery and one (1) hour of associated working time in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	103.92	105.47	110.81		113.02
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.	77.94	79.11	83.10		84.77

7. CASUAL MARKING

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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.	60.49	61.40	64.47	Increase deferred to 2021	65.76
Q Standard marking	43.85	44.51	47.48		48.43
R Standard marking , in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.	51.96	52.74	55.40		56.51

8. OTHER REQUIRED ACADEMIC ACTIVITIES

Description	From 1 July 2017 (already paid)	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Increase	1.50%	1.50%	1.50%	2.00%	2.00%
Casual loading	25%	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, repititeur 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.	43.85	44.51	47.48	Increase deferred to 2021	48.43
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.	51.96	52.74	55.40		56.51

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

SCHEDULE 5 - EMPLOYMENT ARRANGEMENTS FOR PERMANENT CREW – TRV BLUEFIN

1. Application of this Schedule

- 1.1 This Schedule (Schedule 5) applies to Employees engaged as permanent crew onboard the training and research vessel (TRV) Bluefin (or any vessel that replaces the TRV Bluefin and who are engaged in commercial work.
- 1.2 Where there is inconsistency between the provisions in this Schedule and other terms of the Agreement, the provisions this schedule shall prevail.
- 1.3 This Schedule supersedes and prevails over all previous registered and unregistered agreements (however named or described) in respect to permanent crew onboard TRV Bluefin.

2. Agreement

It is noted that:

- 2.1 The University employs a number of permanent crew members of the Bluefin vessel that conducts commercial work through the Australian Maritime College (and/or AMC Search) in the offshore oil and gas exploration sector.
- 2.2 The University and the NTEU are in agreement that these permanent crew members (the employees) should be paid at a higher rate than their normal rate of pay when undertaking such commercial work.

It is agreed as follows:

- 2.3 The employees when undertaking such commercial work will, in addition to their normal rate of pay, receive a loading which will result in total remuneration equal to 93% of benchmark salary rates contained in comparator industrial agreements that apply to industry charter work. This loading will apply whether the vessel is at sea or engaged in mobilisation/demobilisation activities.
- 2.4 The benchmark salary rate for the Master of the Bluefin is the "Master Permanent" Grade 2 rate for Near Coastal Vessels Site Survey Vessels, Shallow Water Seismic Vessels, Standby Vessels, Utility Vessels contained in the Farstad Shipping (Indian Pacific) Pty Ltd and Australian Maritime Officers Union Oil and Gas 2010 Enterprise

- Agreement. This rate is currently \$160,399 pa; with 93% of this rate being \$149,171 pa. The current daily rate is therefore \$820, being the annual rate divided by 182 notional annual seafaring days. The rate will be met by the payment of a loading to cover the difference between the employee's normal rate of pay and this daily rate.
- 2.5 The benchmark salary rate for the Chief Officer of the Bluefin is the "Chief Officer" Grade 2 rate for Near Coastal Vessels Site Survey Vessels, Shallow Water Seismic Vessels, Standby Vessels, Utility Vessels contained in the Farstad Shipping (Indian Pacific) Pty Ltd and Australian Maritime Officers Union Oil and Gas 2010 Enterprise Agreement. This rate is currently \$134,736 pa; with 93% of this rate being \$125,304 pa. The current daily rate is therefore \$688, being the annual rate divided by 182 notional annual seafaring days. The rate will be met by the payment of a loading to cover the difference between the employee's normal rate of pay and this daily rate.
- 2.6 The benchmark salary rate for the Chief Engineer of the Bluefin is the "Chief Engineer Permanent" rate for Near Coastal Vessels Site Survey Vessels, Shallow Water Seismic Vessels, Standby Vessels, Utility Vessels contained in the Farstad Shipping (Indian Pacific) Pty Ltd Institute of Marine and Power Engineers Enterprise Agreement 2010. This rate is currently \$157,190 pa; with 93% of this rate being \$146,187 pa. The current daily rate is therefore \$803, being the annual rate divided by 182 notional annual seafaring days. The rate will be met by the payment of a loading to cover the difference between the employee's normal rate of pay and this daily rate.
- 2.7 Should any of the relevant salary rates referred to in paragraphs 2, 3 and 4 be subject to an increase, the University will pass on the increase with effect from the date specified by the Staff Agreement, except that no retrospectivity will be applied (even if the Staff Agreement so provides).
- 2.8 Whilst 17% superannuation contributions apply to the employees' normal rate of pay, the loading amount will be subject to superannuation contributions of 9.5%.
- 2.9 The loading is only payable for those days or part days that commercial work is undertaken and does not give rise to additional leave accrual, and no other compensatory payment or time-off in lieu entitlements apply.
- 2.10 Unlike the provisions of the Staff Agreement referred to in paragraphs 2, 3 and 4 above, employees continue to have entitlements to annual leave, personal/carers leave and compassionate leave.
- 2.11 The parties agree that they will re-negotiate this Schedule by the end of 2018.

SCHEDULE 6 - EMPLOYMENT ARRANGEMENTS FOR COVID-19

PART 1: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of this Schedule is to provide for a locally agreed temporary variation to the Agreement to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of COVID-19 on the University.
- 1.2 This Schedule contains a number of temporary changes to the Agreement provisions to:
 - 1.2.1 allow the University to not pay the July 2020 salary increase of 2% or applicable superannuation contributions and defer the effective date of any salary increase following a promotion at the Employee's initiative or incremental progression; and
 - 1.2.2 provide greater jobs protection for Employees through involuntary redundancy protections, allocation of work protections for casual and fixed term Employees and greater flexibility for Employees as a result of the impact of COVID-19.
- 1.3 The University will not impose cuts to salary or impose fraction reductions during the life of this Schedule. The University is also committed to not standing down its Employees. Where an employee could be stood down under s 524 of the FW Act, the University will continue to pay the Employee's normal salary.

2. Operative parts

- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement of the University, NTEU and CPSU. No such extension can apply beyond 31 December 2021.
- 2.3 Any such agreed extension(s) or foreshortening(s) will be notified in writing to the Fair Work Commission within seven (7) days of that agreement being reached.
- 2.4 This Schedule does not alter the nominal expiry date of the Agreement.
- 2.5 The terms of this Schedule will prevail over the terms of the Agreement, but only to

the extent of any inconsistency.

- 2.6 An Employee who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, will be deemed to have accepted such a reduction pursuant to the terms of this Schedule and will have the entitlements attached thereto.
- 2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Expiry of this Schedule

- 2.8 Upon the expiry of this Schedule, other than for the non-payment of the two per cent (2%) July 2020 increase (including non-payment of superannuation) under clause 18, all rates of pay will be restored prospectively, and service will be calculated, as if this Schedule and measures taken under it never had effect. An Employee whose job role or duties has changed as a result of the operation of this Schedule will return to perform the duties or job role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that an Employee would have been entitled to had this Schedule never come into effect.

PART 2: JOB PROTECTION MEASURES

3. Work Allocation

- 3.1 This clause governs only:
- 3.1.1 the allocation of work to retain casual Employees and the allocation of positions to retain fixed-term Employees in employment; and
 - 3.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of Employees;
- and does not govern the selection process for a vacant continuing position.
- 3.2 Where there is no work or insufficient work available for a continuing or fixed-term Employee, the University will seek to identify other work for that Employee to perform. Within this process, available work will be assigned with a view to preventing compulsory redundancy. This allocation of work for these purposes will

take precedence over the allocations described in 3.3 to 3.6.

- 3.3 Where there is work required to be performed and that work was usually performed by a casual Employee who had been regularly employed by the University and the Employee had a reasonable expectation that they would continue to be employed by the University, then the casual Employee will continue to be engaged to perform that work. Where such a casual Employee suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the Employee will have first order of preference to resume that work upon it becoming available again.
- 3.4 Where there is work required to be performed and that work was usually performed by a fixed-term Employee, and the Employee was not subject to any formal disciplinary procedures, the Employee will be offered a new contract if their contract comes to an end. Where a fixed-term Employee is not offered a further contract as a result of the impact of COVID-19, and the Employee was not subject to any formal disciplinary procedures, the Employee will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.
- 3.5 For the purposes of this clause, a casual Employee includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.
- 3.6 Subject to 3.2 to 3.5 nothing in clause 3 prevents the University from making staff allocation and selection decisions.
- 3.7 Allocation of work under this provision will not of itself change the Employee's employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

4. Redeployees

- 4.1 In the filling of vacancies, redeployees have first preference, and then all other Employees (including casuals) are to be considered according to the University's existing merit-based selection procedures.

5. No new external appointments

- 5.1 No external appointment will be made whilst this Schedule is in effect except as follows:
 - 5.1.1 professorial appointments; or

- 5.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or
 - 5.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment will be reported to the CTMC; or
 - 5.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or
 - 5.1.5 a person referred to in clause 3.
- 5.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to Employees and employment by the University, whether or not that employment is covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

6. COVID-19 leave

- 6.1 An Employee who has a certified diagnosis of COVID-19 and who is not fit for work will have access to two (2) weeks paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave will not reduce other leave entitlements.
- 6.2 An Employee, other than an Employee described in clause 6.1., will be entitled to up to two (2) weeks' paid leave (without deduction from other leave credits) if:
- 6.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or
 - 6.2.2 where in order to perform caring duties for a person for whom carers' leave applies is required to isolate on medical advice or the advice of health authorities; and
 - 6.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.
- 6.3 This entitlement will be subject to the provision of reasonable evidence.
- 6.4 The entitlements under clauses 6.1 and 6.2 will also be extended to casual Employees as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as Employees entitled to personal leave.

6.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

7. Domestic and Family Violence protections

7.1 The parties recognise that the impact of COVID-19 has created particular problems for Employees experiencing domestic and family violence.

7.2 Employees who experience domestic and family violence during the operation of this Schedule will be entitled to five (5) days' paid domestic and family violence leave, such leave is in addition to any other domestic and family violence leave entitlements contained in the Agreement.

8. Employees at higher risk

8.1 Recognising the higher risk of COVID-19 faced by various groups of Employees, the University will wherever possible facilitate periods of working from home beyond those mandated for this purpose for:

8.1.1 Aboriginal and Torres Strait Islander staff;

8.1.2 other Employees in high risk groups (such as defined by Australian Government Department of Health).

8.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of clause 8.1.2.

9. Employee performance evaluation

9.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all Employees when undertaking any performance evaluation, or managing performance of any Employee.

10. Probationary Employees

10.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the Employee or the University. Any changes to targets must be agreed to by the Employee.

11. Recovery of expenses

11.1 Where the Employee has incurred costs to enable the Employee to perform their job role in response to the impact of COVID-19, the University will reimburse the Employee the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the Employee's job or would have been

incurred by the Employee regardless of their role with the University.

- 11.2 The Employee should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work-related items. Approval will not be unreasonably refused.

12. Superannuation

- 12.1 Other than for the non-payment of the two (2) per cent salary increase (including superannuation) under clause 18.1.1, where any measure results in a reduction of employer superannuation payments (whether voluntary or otherwise), the University will pay employer contributions, and submit salary and time fraction data to the Employee's superannuation fund (where required), as if this Schedule was not in operation. For the avoidance of doubt, the University will pay employer contributions calculated in accordance with this clause under clauses 14, 15, 18.1.2, and 199.
- 12.2 Where an Employee is making Employee contributions under the rules of a defined benefit fund of which they are a member, and where any measure would result in a reduction of Employee superannuation payments (whether voluntary or otherwise), the Employee will, subject to circumstances of financial hardship, pay Employee contributions as if this Schedule was not in operation in alignment with the contributions made and superannuation data submitted by the University under clause 12.1 above. Where any part of the Employee contributions are deferred due to financial hardship, the University will advise the Employee of the potential for a scheme of arrangement to be entered into between the Employee and the superannuation scheme to ensure that the required Employee contributions are fully paid no later than two (2) years following the expiration of this Schedule. The University will facilitate the employee's application to the relevant superannuation scheme.
- 12.3 An Employee who is a member of an accumulation plan may continue to make Employee contributions under the rules of the scheme to which they are a member. Such an Employee may also elect to reduce their Employee contributions by such amount as they determine.

PART 4: CHANGES TO CONDITIONS

13. Introduction

- 13.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the

clause.

14. Change to duties

- 14.1 By giving two (2) weeks' notice, the University may direct Employees to temporarily undertake higher-level or lower-level duties outside the scope of their classification and position description or expectations, so long as the duties are within the Employee's skill level and competency and it is safe to do so.
- 14.2 For higher-level duties, the Employee will be entitled to Higher Duties Allowance as calculated under the Agreement. For lower-level duties, the Employee's pay will not be reduced.
- 14.3 Where practicable, work which would otherwise be paid as overtime should be allocated to another Employee in order to make up a shortfall in the load of the latter Employee.

Academic workload

- 14.4 The existing academic workload clauses in the Agreement continue to apply, subject to the following.
- 14.5 To the extent that an Employee is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the Employee in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic Employee's workload for the year.
- 14.6 An Employee whose fraction is reduced (voluntarily in accordance with clause 15) will have a commensurate reduction in workload.
- 14.7 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the Employee to prepare for the change in workload allocation.
- 14.8 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.

15. Employee-initiated change to hours of work and leave

- 15.1 An Employee who is working from home may apply for one or more of the following flexible working arrangements:

- 15.2 a change to their start and finish times to suit their personal and/or family circumstances (any such Employee-initiated change will not attract overtime rates);
- 15.2.1 a reduction in fraction; and/or
- 15.2.2 purchase of extra leave with a consequent reduction in pay (e.g. under a 48/52 scheme).
- 15.3 Any request by the Employee for one of the above flexible working arrangements will not be unreasonably refused by the University. The University must provide a written response to an application for a flexible working arrangement under clause 15.1 within five (5) working days, unless otherwise agreed.
- 15.4 The University and the Employee will agree upon the end date of a flexible working arrangement, which may be beyond the expiry of this Schedule.

16. Impact on service

- 16.1 A break in employment caused by the impact of COVID-19 will not count as service for any purpose, but will not constitute a break in service for any purpose.

PART 5: TEMPORARY CHANGES TO PAY

17. Introduction

- 17.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to change an Employee's pay.

18. Non-payment of pay rises and deferral of incremental progression

- 18.1 This clause applies to:
- 18.1.1 any increase in salary or rate of pay due to an Employee pursuant to a term of the Agreement setting salaries generally for Employees; and
- 18.1.2 any service-related incremental pay increase within a classification (howsoever called) due to an Employee pursuant to a term of the Agreement.
- 18.2 The University will not pay the July 2020 two per cent (2%) salary increase and defer the date of effect of any other increase under clause 18.1 above for a period within the duration of this Schedule, until the expiry of this Schedule.

19. Promotion

The date of effect for the increase in salary arising from a promotion (at the Employee's

initiative) will be the date no earlier than the day after this Schedule ceases to apply.

PART 6: CHANGE MANAGEMENT

20. Change management

- 20.1 This clause does not apply to the temporary reassignment of duties under clause 13 or change management processes commenced in accordance with the Agreement prior to the commencement of this Schedule.
- 20.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected Employees about the change.
- 20.3 In coming to agreement, the CTMC will take into account:
- 20.3.1 any urgency created by the impact of COVID-19;
 - 20.3.2 the scale of the change (including, without limitation, the number and nature of Employees who will be affected by the change, the level to which the affected Employees will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 20.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 23.17.
- 20.5 Any consultation process determined under clause 20.2 or 20.4 above must involve the University providing information to the Employees, NTEU and CPSU about the change, and invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the Employees about the impact of the change. An affected Employee must be able to appoint a representative for the purpose of the consultation. For a change to the Employee's regular roster or ordinary hours of work, the Agreement term will apply.

PART 7: TERMINATION OF EMPLOYMENT

21. Termination pay

- 21.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the Employee's final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken).

22. Redundancy

- 22.1 During the life of this Schedule there will be no forced redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.
- 22.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 20.5 must occur.

When a redundancy may occur

- 22.3 The University may only make Employees involuntarily redundant in the following circumstances:
- 22.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 22.4 which results in the work no longer being required to be performed by anyone; or
- 22.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of Employees, in accordance with clause 22.5

Redundancy following permanent abolition of a substantial work function or campus closure

- 22.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make an Employee involuntarily redundant where:
- 22.4.1 the Employee's work is no longer required to be performed by anyone;
- 22.4.2 the University has sought to redeploy the Employee. In exploring redeployment, the University will ensure the Employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the Employee or which the Employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an Employee will not be required to accept redeployment to a lower classification level. Where more than one Employee seeking redeployment is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities will be a reasonable period, not less than any such period in the Agreement;

22.4.3 the University has explored with the Employee other measures that may be taken to avoid termination; and

22.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of Employees

22.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of Employees, the University must only make an Employee involuntarily redundant where it has:

22.5.1 identified the number of surplus Employees;

22.5.2 offered a voluntary redundancy to all affected staff. The University must allow all those who volunteer to separate, unless the Employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 22.5.3 will apply);

22.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select Employees for involuntary redundancy, either as a result of too few people volunteering or too many people volunteering;

22.5.4 sought to redeploy the Employee. In exploring redeployment, the University will ensure the Employee is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the Employee or which the Employee could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that an Employee will not be required to accept redeployment to a lower classification level. Where more than one Employee seeking redeployment is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities will be a reasonable period, not less than any such period in the Agreement;

22.5.5 explored with the Employee other measures that may be taken to avoid termination; and

22.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

22.5.7 Nothing in clause 22.5 will prevent multiple units or functions being dealt with simultaneously.

Voluntary separation packages

22.6 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.

22.7 The University must allow all those who volunteer to separate, unless the Employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function.

Redundancy pay

22.8 This Schedule does not affect redundancy or like payments, or provisions relating to notice periods as governed by the Agreement.

PART 8: COMMITTEES

23. COVID-19 Temporary Measures Committee

23.1 This clause establishes the COVID-19 Temporary Measures Committee (the **CTMC**).

23.2 The CTMC will consist of three nominees of the University, two nominees of the NTEU and one nominee of the CPSU.

23.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule

23.4 The function of the CTMC are those assigned to it under the terms of this Schedule, and to:

23.4.1 deal with matters directly related to the impact of COVID-19;

23.4.2 be provided with information relevant to the operation of this Schedule;

23.4.3 oversee the implementation of the Schedule;

23.4.4 carry out its functions in relation to change proposals in accordance with clause 20; and

23.4.5 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clauses 23.13 to 23.23.

23.5 The CTMC is not empowered to deal with disputes about matters dealt with in PART 9: DETERMINING THRESHOLDS⁹ or which cost-saving measures the University may implement, or are outside the scope of this Schedule.

23.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

23.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

23.8 An agreement of the CTMC is deemed to have been made on consensus from all nominees.

Paid time to attend CTMC

23.9 NTEU and CPSU nominees on the CTMC who are University Employees will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.

23.10 NTEU and CPSU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

23.11 In addition to holding meetings with Employees, members of the CTMC may consult by Email List with Employees in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.

23.12 Employees will be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

23.13 This clause governs:

23.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;

23.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.

23.14 These procedures will apply to any dispute raised by an Employee, Union or the University to which the University is a party.

For the avoidance of doubt, the dispute settling clause of the Agreement will not apply to a matter arising under this Schedule or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.

23.15 Any dispute will first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within five (5) working days, the dispute may be referred by either party to an Arbitrator for resolution.

23.16 An Employee may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

23.17 Wherever this Schedule refers to a matter being arbitrated, it will be arbitrated in accordance with clause 23.18 to 23.23.

By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University will agree on the members of an Arbitration Panel. Members of the Arbitration Panel must be independent of the University, Employees and NTEU. The reasonable cost of the Arbitrator in each case will be met by the University.

23.18 The Arbitrator will be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.

23.19 The dispute will be arbitrated in one of the following ways:

23.19.1 with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or

23.19.2 with the agreement of the parties, by final offer arbitration; or

23.19.3 by hearing.

23.20 Where the dispute is to be heard, the following apply:

23.20.1 the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;

23.20.2 the Arbitrator will determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 23.21;

23.20.3 the CTMC may agree such other powers and procedures as may be necessary.

23.21 The dispute will be arbitrated within five (5) working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).

23.22 No person bound by the Agreement will knowingly give false or misleading information or evidence to the Arbitrator.

23.23 Arbitration proceedings will be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published and are not confidential. Brief reasons for decision will be given, but not necessarily at the same time as giving the decision.

24. Expert Assessment Panel

24.1 Any cost-saving measures are dependent on the University satisfying the Expert Assessment Panel (**EAP**) that it has met Category A, including by providing relevant internally-certified financial information and enrolment data, which may occur prior to the commencement of this Schedule. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:

24.1.1 a cut in senior executive salaries higher than that borne by Employees;

24.1.2 reduction in capital works;

24.1.3 reduction in travel;

24.1.4 debt capabilities;

24.1.5 drawing on cash reserves;

24.1.6 drawing on investments.

24.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.

- 24.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 24.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 24.5 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.
- 24.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that a University is no longer eligible to access particular cost saving measures the EAP will give reasonable notice to the University that it is not eligible to access those measures prospectively.
- 24.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.
- 24.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART 9: DETERMINING THRESHOLDS

25. Introduction

- 25.1 The University may access the cost-saving measures contained in PART 5: TEMPORARY CHANGES TO PAY once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

26. Categories

- 26.1 The University is in Category A if the following metrics are met:
- 26.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
 - 26.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%

26.2 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.

26.3 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes

[1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]

[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

PART 10: INTERPRETATION

27. Interpretation

27.1 Headings are to be used as a guide to interpretation.

27.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.

27.3 Reference to the singular is a reference to the plural and vice versa.

28. Definitions

28.1 The following definitions apply to terms contained in this Schedule.

28.1.1 **Agreement:** the University of Tasmania Staff Agreement;

28.1.2 **Arbitrator:** person appointed under clause 23.18;

28.1.3 **Award:** either the *Higher Education Industry – Academic Staff – Award 2020* or *Higher Education Industry – Professional Staff – Award 2020*, as applicable;

- 28.1.4 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;
- 28.1.5 **COVID-19 Temporary Measures Committee (or CTMC):** see clause 23 of this Schedule;
- 28.1.6 **CPSU:** means **Community and Public Sector Union;**
- 28.1.7 **Email List:** a bulk email address provided by the University which does not disclose the email addresses of individual Employees;
- 28.1.8 **Expert Assessment Panel (or EAP):** refer to clause 24 of this Schedule;
- 28.1.9 **FW Act:** the *Fair Work Act 2009* (Cth);
- 28.1.10 **Involuntary redundancy:** where the Employee has not accepted an offer of voluntary redundancy and is unable to be redeployed;
- 28.1.11 **NES:** is Part 2-2 of the FW Act;
- 28.1.12 **NTEU:** means **National Tertiary Education Industry Union;**
- 28.1.13 **Redeployee:** an ongoing or fixed term Employee seeking redeployment under this Schedule;
- 28.1.14 **a Representative:** means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or Employee of NTEU, or an officer or Employee of an employer association;
- 28.1.15 **the University:** University of Tasmania;
- 28.1.16 **this Schedule:** means this Schedule 6 which has effect following approval by the Fair Work Commission;
- 28.1.17 **voluntary redundancy:** where Employees volunteer for redundancy;
- 28.1.18 **voluntary separation package:** a set of entitlements provided by the University consistent with the voluntary separation payments provided for in the Agreement or on the same terms as if the Employee was retrenched for redundancy, whichever is the greater;
- 28.1.19 **workplace change:** without derogating from the matters required to be considered under the Agreement, means a change to an Employee's roster or ordinary hours of work initiated by the University, or a major workplace

change that is likely to have a significant effect on Employees that is directly related to the impact of COVID-19. **Significant effects** include:

- 28.1.19.1 termination of employment;
- 28.1.19.2 changes to the composition, operation or size of the University's workforce or skills required of staff;
- 28.1.19.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
- 28.1.19.4 outsourcing of work; and
- 28.1.19.5 restructuring and/or relocation of work units.

Significant effects do not include a temporary change to duties in accordance with clause 14.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3189

Applicant:

University of Tasmania

Undertaking- section 190

I, Christopher Smyth, Executive Director – Human Resources at the University of Tasmania have authority to give the following undertakings with respect to the University of Tasmania Staff Agreement 2017-2021 ("the Agreement"):

1. **Pastoral Care Employees** (clause 3.2 of the Agreement). The University clarifies that Pastoral Care Employees are employed and paid under the HEO levels in the Agreement and the parts of the Agreement which apply to them are outlined in clause 3.2. Neither the Pastoral Award 2010, nor the Horticulture Award 2010 apply to Residential Pastoral Care Employees.
2. **Farm Hands, Shearers and Shed Hands** (clause 3.3). The University clarifies that shearers and shed hands are paid in accordance with their appropriate classification under the Pastoral Award 2010 and that farm hands working in Horticulture are paid in accordance with their appropriate classification under the Horticulture Award 2010.
3. **Shiftworkers** (clause 5.1). The University undertakes, for the purposes of the NES and clause 5.1 of the Agreement, that a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays in the University in which shifts are continually rostered 24 hours a day, 7 days a week.
4. **Public Holidays** (clauses 46 and 98). The University undertakes that it pays all eligible staff for all public holidays as outlined in the relevant State and Territory legislation where an employee resides. Employees who reside in Tasmania get paid holidays as outlined in the Agreement (in accordance with the Statutory Holidays Act 2000 (Tas)). Employees residing outside of the Agreement get paid public holidays in

accordance with relevant State and Territory legislation where they reside. All University employees receive a paid public holiday for Easter Tuesday.

5. **Concurrent Parental Leave** (clauses 47.3(b) and 99.3(b)). The University undertakes that it will apply the eight (8) weeks of concurrent taking of parental leave.
6. **Invigilator Rate of Pay** (Schedule 2). The University will increase the rate of pay for invigilators in accordance with the applicable marking as a supervising examiner as outlined in clause 14.2 of the Post-Secondary Modern Award 2010 [MA000075]
7. **Ordinary Hours for Professional Staff** (clause 75). The University confirms that there are no staff currently working from 6pm to 7.30pm on a regular basis. Should this change during the life of this Agreement, the University undertakes to ensure that the employees are paid according to the relevant Award/Agreement rate, whichever is the higher.
8. **Shift Penalties** (clause 77). The University confirms that it does not currently employ staff rostered on to a permanent night shift. Should this change during the life of this Agreement, the University undertakes to ensure that the employees are paid according to the relevant Agreement/Award rate, whichever is the higher

Employer name: University of Tasmania

Authority to sign:

Signature:

Date: