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# **Charles Darwin University and Union Enterprise Agreement**

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2013

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The Office of Human Resource Services

**Date of commencement 17 January 2014**

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**Clause 2. TITLE**

- 2.1 The Agreement will be known as the Charles Darwin University and Union Enterprise Agreement 2013

**Clause 3. DEFINITIONS**

- 3.1 Academic year, for the purposes of workload assignment and assessment, begins on the first teaching period of the year and finishes 12 months later. The academic year for VET and HE may differ.
- 3.2 AHC means annual hours curriculum.
- 3.3 Agreement means the Charles Darwin University and Union Enterprise Agreement 2013 (the Agreement).
- 3.4 Arrangement in the context of redundancy means any arrangement, agreement, understanding, promise or undertaking, whether express or implied, and whether or not enforceable (or intended to be enforceable) by legal proceedings.
- 3.5 Code of Conduct means the University Code of Conduct, as updated from time to time by the University Council.
- 3.6 Consultation means a process whereby the University and/or employees and/or parties to the Agreement exchange information about a matter or issue, hold discussions to explain points of view and take into account each other's views.
- 3.7 Contingent Funding is limited-term funding provided for from external sources, but not funding that is part of "Base Funding" from government or funding comprised of payments of fees made by or on behalf of students.
- 3.8 Continuous Service means continuous paid service, other than casual service, with the University.
- 3.9 De facto partner in relation to an employee means:
- 3.9.1 a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- 3.9.2 includes a former de facto partner of the employee.
- 3.10 Director HRS means the Director of the Office of Human Resource Services or person acting in that capacity.
- 3.11 Director OLOC means the Director of the Office of Leadership and Organisational Culture.
- 3.12 Disciplinary Action means action by the Vice-Chancellor to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and includes but is not limited to:
- 3.12.1 Formal censure or counselling;
- 3.12.2 Demotion by one or more classification levels or increments;
- 3.12.3 Withholding of an increment;
- 3.12.4 Suspension with or without pay; and
- 3.12.5 Termination of employment.
- 3.13 EFTSL means equivalent full time student load, which is the load generated by one full time student in one year of Higher Education enrolment.
- 3.14 Full-time means a service or study fraction of 100%.
- 3.15 FWC means Fair Work Commission.

- 3.16 HEW means Higher Education Worker, also known as General Staff, who are employees not employed as academic staff, and who are engaged by the University in professional, managerial, administrative including research assistance, cleaning, maintenance and other non-teaching and non-research roles.
- 3.17 Higher Education means teaching within a course that is self-accredited as a Higher Education course and /or the undertaking of research and research training.
- 3.18 Immediate family means:
- 3.18.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- 3.18.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- 3.19 Incremental progression means the movement from one salary point to another salary point (such as HEW 5.1 to HEW 5.2) and does not incorporate crossing a qualification or knowledge/skills barrier or movement between the major components of a given employment category (such as HEW 3 to HEW 4).
- 3.20 Interpretation: where the word “may” is used in conferring a power, that word shall be construed as meaning the power so conferred may be exercised, or not, at discretion. Where the word “shall” is used in conferring power that word shall be construed as meaning the power so conferred must be exercised. Where the word “will” is used in conferring a power, that word shall be construed as meaning it is the intention of the parties to exercise the power.
- 3.21 Legal practitioner means a person admitted to practice as a barrister or solicitor of the Supreme Court of any State or Territory or of the High Court of Australia or any other equivalent court and acting in that capacity.
- 3.22 Major organizational change means a change to work activities or organizational structure that demonstrably impacts upon an employee’s working hours or career opportunities, including changes that may lead to the employee’s current position being redundant.
- 3.23 Manager means an employee with supervisory responsibility with one or more direct reports.
- 3.24 Medical certificate means a certificate signed by a medical practitioner or other authorised professional regarding an employee’s fitness for duty.
- 3.25 Medical practitioner means a person registered to practise medicine under State or Territory legislation or other health practitioner as approved by the University.
- 3.26 Misconduct means conduct which is not Serious Misconduct but which is nonetheless unsatisfactory.
- 3.27 Modern award means a modern award made under Part 2-3 of the Act.
- 3.28 NES means the National Employment Standards being minimum standards prescribed by the Act.
- 3.28.1 The minimum standards relate to the following matters:
- a. maximum weekly hours (Division 3);
  - b. requests for flexible working arrangements (Division 4);
  - c. parental leave and related entitlements (Division 5);
  - d. annual leave (Division 6);
  - e. personal/carer’s leave and compassionate leave (Division 7);
  - f. community service leave (Division 8);
  - g. long service leave (Division 9);
  - h. public holidays (Division 10);
  - i. notice of termination and redundancy pay (Division 11);
  - j. Fair Work Information Statement (Division 12).

- 3.29 HRS means the Office of Human Resource Services.
- 3.30 Parties means the parties referred to in 5.2.
- 3.31 PDRS means performance development and review process described in Clause 31.
- 3.32 Redundancy means where the University deems a job is no longer required. This would occur where there is an excess of labour in a particular area or operational unit, where the University no longer requires to have a particular job performed or where the University wants to amalgamate jobs.
- 3.33 Remote Location means areas in the Northern Territory not within a 50kms radius (from the post office) of any of Darwin, Palmerston, Katherine, Batchelor, Alice Springs, Tennant Creek, Nhulunbuy and Jabiru, and interstate areas by agreement.
- 3.34 Research Active Academic Staff means an academic staff member expected to undertake both teaching and research activity.
- 3.35 Research Staff means an academic staff member expected predominantly to undertake research.
- 3.36 Senior Executive means an employee in senior management in the University, including employees with titles of Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Executive Director or Chief Officer.
- 3.37 Senior manager means a manager holding the position of Head of School or Director.
- 3.38 Subsidiary of the University means a wholly owned or controlled entity of the University, which is included in the University's consolidated annual accounts.
- 3.39 Supervisor means the immediate day to day manager of a group of employees.
- 3.40 Teaching Focused Academic Staff means an academic staff member expected predominantly to teach and engage in the scholarly advancement of teaching with limited involvement in other research activity.
- 3.41 Termination of employment means termination of employment at the initiative of the University.
- 3.42 The Act means the Fair Work Act 2009.
- 3.43 Union means, as the case may be, one of, or a combination of, or all of, the unions with coverage of University employees.
- 3.44 The University means the Charles Darwin University. Where an action is required; the University means the relevant delegated staff member or manager.
- 3.45 University Core Business means the broad mix of teaching and learning, research, Indigenous-related activities, community engagement activities and business development activities undertaken at the University. It is recognised that a wide range of administrative support activities underpin this core business, and for employment purposes these administrative support activities constitute an additional set of core business activities.
- 3.46 Unsatisfactory performance exists where an employee does not perform his/her work to a standard reasonably expected by the employee's Supervisor.
- 3.47 University policy means documents published by the University that take the form of policy, procedure, process or guide.
- 3.48 Vocational education and training (VET) means teaching, training and assessment within an Australian Skills Quality Authority (ASQA) approved course.
- 3.49 Vice-Chancellor means the Vice-Chancellor, Acting Vice-Chancellor, or the nominee or delegate of either.

3.50 Work predominantly in Higher Education as a descriptor in this Agreement refers to academic staff members who have a workload where at least two-thirds of the allocated working hours or tasks are concerned with the teaching and related non-teaching activities normally found in the Higher Education enterprise.

3.51 Work predominantly in Vocational Education and Training as a descriptor in this Agreement refers to academic staff members who have a workload where at least two-thirds of the allocated working hours or tasks are concerned with the teaching and related non-teaching activities normally found in the Vocational Education and Training enterprise.

#### Clause 4. **OBJECTIVES**

4.1 Charles Darwin University is a dual-sector regional institution and an integral part of the Northern Territory community. The University is an organisation underpinned by core values and a commitment to support the aspirations of the regional community. The salary and conditions outlined in this Agreement aim to provide employees with fair and equitable conditions of employment and working conditions tailored to the circumstances of the University and the community.

4.2 The following objectives underpin this Agreement:

4.2.1 Develop a human resource framework that supports CDU strategic objectives and sustainability initiatives

4.2.2 Recruitment and retention of high quality motivated staff

4.2.3 Flexibility enabling high productivity and growth

4.2.4 Establish an environment that fosters learning opportunities and career paths that align with organisational needs

4.2.5 Facilitate work life balance through flexible working arrangements

4.2.6 Increase Indigenous participation in the workforce

#### Clause 5. **APPLICATION AND PARTIES BOUND**

5.1 This Agreement is an Enterprise Agreement pursuant to section 172 of the Act and applies to all staff employed by the University.

5.2 This Agreement has been negotiated between Charles Darwin University, CDU employees and their bargaining representatives including:

5.2.1 The Australian Education Union Northern Territory Branch (AEU);

5.2.2 United Voice (UV);

5.2.3 The Community and Public Sector Union (CPSU);

5.2.4 The National Tertiary Education Union (NTEU); and

5.2.5 The Australian Manufacturing Workers Union (AMWU).

5.3 This Agreement is closed and comprehensive and operates to the exclusion of any other certified Agreement or industrial award that would otherwise apply to employees of the University. This Agreement replaces and rescinds the Charles Darwin University Union Collective Agreement 2011.

#### Clause 6. **PERIOD OF OPERATION**

6.1 This Agreement comes into force on a date specified by the FWC and has a nominal expiry date of 31 December 2016.

**Clause 7. VARIATION OF EXISTING AGREEMENT**

- 7.1 This Agreement may be varied during its operation in accordance with Part 2.4 Division 7 Subdivision A of the Act.

**Clause 8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 8.1 The University and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
- 8.1.1 the arrangement permits the employee to work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their salary and any loadings to which they are entitled;
  - 8.1.2 the arrangement meets the genuine needs of the University and employee in relation to one or more of the matters referred to in clause 8.1.1; and
  - 8.1.3 the arrangement is genuinely agreed to by the University and the employee.
- 8.2 The University must ensure that the individual flexibility arrangement:
- 8.2.1 is in writing;
  - 8.2.2 includes the name of the University and the employee;
  - 8.2.3 is signed by the University and the employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
  - 8.2.4 includes details of the terms of this Agreement that are varied by the arrangement and how they are varied.
- 8.3 The University must ensure that the terms of any individual flexibility arrangement:
- 8.3.1 are about permitted matters under section 172 of the Fair Work Act 2009;
  - 8.3.2 are not unlawful terms under section 194 of the Fair Work Act 2009;
  - 8.3.3 result in the employee being better off overall than he or she would be if no arrangement was made; and
  - 8.3.4 do not result in the employee being provided with any payment or benefit that is inconsistent with the National Employment Standard under the Fair Work Act 2009.
- 8.4 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.
- 8.5 The University or the employee may terminate the individual flexibility arrangement:
- 8.5.1 by giving 28 days written notice to the other party to the agreement; or
  - 8.5.2 if the University and employee agree in writing, at any time.



## Part 2 Consultation and Dispute Resolution

### Clause 9. CONSULTATION AND THE INTRODUCTION OF CHANGE

- 9.1 The Parties continue their commitment to consultation and communication through the operation of a Joint University-Union Consultative Group.
- 9.2 The University is committed to open discussion and direct consultation with employees and their unions about work place issues including the introduction and variation of policies, procedures and guides that affect the employment conditions of University staff. No amendments that have the effect of changing employment conditions will be made to these guides without prior consultation with the Unions party to this Agreement.
- 9.3 The University is committed to open discussion with employees and their unions on the introduction of change that may lead to jobs becoming redundant. Consultation will focus on measures to reduce job loss and the adverse effects of change including measures to mitigate these affects.
- 9.4 The University, during the first three (3) months of the Agreement, will develop training material for managers and supervisors on the application of terms and conditions contained herein. The training shall include the commitment under 30.1.1.
- 9.5 The parties acknowledge that sound management of workplace change requires consultation with and involvement of the people who will be directly affected by that change. At all stages of the consultation affected staff members are entitled to be represented. Such consultation stages may include but are not limited to:
- 9.5.1 meetings with employees and unions to explain the change proposal;
  - 9.5.2 opportunities for employees and unions to consider the change proposal and provide feedback through further meetings or other means; or
  - 9.5.3 active involvement in the change process including employees having the right to be assisted by and represented by their union.
- 9.6 When the University has developed a proposal for major organisational change it will consult with the employees affected and their unions as soon as practicable.
- 9.6.1 As part of facilitating the consultation process, the University will develop a written document outlining the vision underpinning the proposed change, the nature and rationale of the proposed change and the expected outcomes, including advantages and disadvantages. The views of affected staff will be sought for consideration in further developing the formal change proposal.
- 9.7 If the University decides to proceed with the change, a formal written change proposal will be developed. Where relevant, this formal proposal will address the following:
- 9.7.1 nature and rationale;
  - 9.7.2 proposals to mitigate negative effects including training and redeployment;
  - 9.7.3 expected outcomes including expected advantages and disadvantages;
  - 9.7.4 ways to minimise any disadvantages to occupational health and safety in the workplace;
  - 9.7.5 financial implications;
  - 9.7.6 the timing of the implementation of change;
  - 9.7.7 implications for staff including changes in duties, position profiles, number of staff, workload, work environment; and
  - 9.7.8 mechanisms for assessing and reporting on the progress of the change.

- 9.8 Further consultation with affected staff will occur prior to the development of a written implementation plan. This implementation plan will include a timeframe for evaluating the change.
- 9.9 Notwithstanding 9.5, University management will, from time to time, discuss, explore and plan organisational change, major and minor, in confidence, with the aim of achieving some strategic or tactical goal that benefits the organisation as a whole.
- 9.10 Parties may request that some consultation be in confidence. Any such reasonable request will be honoured.

**Clause 10. POLICIES, PROCEDURES, GUIDES AND ASSOCIATED DOCUMENTS**

- 10.1 University policies, procedures, guides and other associated documents are designed to give effect to and detailed support for the matters covered in this Agreement but do not form part of the Agreement.
- 10.2 Nothing in this Agreement shall be taken as incorporating, as a term of this Agreement, any University policy, procedure, process, guide or associated document referred to in this Agreement.

**Clause 11. DISPUTE RESOLUTION**

- 11.1 All employees and the University have an interest in the proper application of the Agreement. Where any dispute arises concerning any matter arising under this Agreement or the National Employment Standards, the following procedures shall apply:
- 11.1.1 In the first instance the affected employee(s), and where they choose, a representative of their Union, should discuss the matter with the relevant Supervisor, or where the dispute concerns the conduct of the employee's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the employee may instead seek to discuss the matter with the relevant Senior Manager. A Union may also initiate this procedure by raising a dispute with the University in writing.
- 11.1.2 Where a dispute is not resolved under 11.1.1, within five (5) working days, the affected employee(s) or their representative or their Union in its own right may request further discussions with more senior levels of management and/or such other employees as may be appropriate to resolve the dispute. Where a meeting is requested, it shall be convened within five (5) working days of the request or at such later time as the parties may agree; and
- 11.1.3 If the dispute remains unresolved either party may refer the matter to the Fair Work Commission, or by agreement of the parties, to another body. If no party refers the matter to the Fair Work Commission or within twenty-one days of the discussions under 11.1.1, the matter shall be deemed to have been discontinued.
- 11.2 Fair Work Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of the Fair Work Commission.
- 11.3 Nothing in this clause shall prevent a Party from appealing to a tribunal of competent jurisdiction.

## Part 3. Pay, Allowances, Hours of Work and Related Matters

### Clause 12. PAY RATES

12.1 This Agreement provides for the following salary increases:

Commencement date (full pay period on or after)	Quantum per annum
1 June 2014	3%
1 October 2014	\$600
1 June 2015	3%
1 October 2015	\$600
1 June 2016	3%
1 October 2016	\$600

### Clause 13. SUPPORTED WAGE

13.1 The University shall offer a supported wage to employees who are unable to work at full wages because of a disability, in line with the Commonwealth Supported Wage System.

### Clause 14. SALARY PACKAGING

14.1 An Employee may choose to sacrifice part of their salary from a menu of non-cash benefits consistent with the CDU guides and processes. Participation in salary packaging does not affect salary for superannuation purposes, redundancy or payment in lieu of leave.

### Clause 15. SUPERANNUATION

15.1 The University will maintain the existing superannuation contributions and arrangements subject to the remainder of this clause.

15.2 New employees engaged during the life of this Agreement shall, as a condition of their employment, be required to be a member of UniSuper.

15.3 All continuing employees, and fixed-term employees where the period of appointment is two years or more, are entitled to receive employer contributions to UniSuper at the rate of 17% of their superannuable salary.

15.4 Employees engaged on a full-time or part-time basis where the appointment is for a period of less than two (2) years, are entitled to employer contributions to UniSuper at the rate specified in the Superannuation Guarantee Legislation.

15.5 Where an employee has a contract renewed for a given role, service in the prior contract/s (in the case of multiple renewals) will be counted towards the qualifying period in 15.3 and 15.4 in consideration of the superannuation entitlement in the renewed contract.

15.6 Casual employees are entitled to an employer superannuation contribution as specified in the Superannuation Guarantee Legislation.

15.7 The University will provide all employees with details of their specific entitlements on engagement and contact details to access UniSuper for personal advice.

### Clause 16. RECOVERY OF PAYMENT

16.1 Where an employee fails to receive approval from the University to take leave and this failure results in an overpayment of salary, the University reserves the right to recover the overpayment from future salary payments or the employee's final pay. The University will notify the employee before this occurs.

16.1.1 Sub-clause 16.1 refers to a staff member who takes time off without a leave credit to cover the leave taken.

- 16.2 An employee who receives relocation expenses at the commencement of their employment and resigns within one year or halfway through a contract, whichever is lesser, shall be required to repay a pro rata amount back to the University. Notwithstanding, if the resignation is solely due to the staff member's ill-health the University may choose not to take any action.
- 16.3 The employee would normally be required to provide a medical certificate when claiming a waiver.
- 16.4 The University is authorised to withhold any amount owing under this clause from the staff member's final payment.
- 16.5 Where an underpayment occurs the University will endeavour to make the correction within one pay period. Cases where this will cause hardship will be treated separately. This sub-clause 16.5 does not apply to casual employees.

**Clause 17. REMOTE TEACHING BONUS**

- 17.1 Employees who teach in remote locations on more than ten (10) days in a given calendar year are eligible for a Remote Teaching Bonus (RTB).
- 17.2 The RTB is equal to six per cent (6%) of the employee's salary, applied to each day that the employee is working in a remote location.
- 17.3 Where an employee is required to spend a weekend or has to work a Sunday and the following Saturday in a remote community because of work commitments, the University will pay \$100 in addition to normal travel and accommodation reimbursement.
- 17.3.1 The requirement to stay over the weekend must be agreed in advance with the employee's Supervisor before travel to the remote community has commenced.
- 17.3.2 Travel to and from delivery locations on weekends is treated the same as travel to and from delivery locations during weekdays for the consideration of the Remote Teaching Bonus.
- 17.4 The RTB is paid annually as a single lump sum following completion of all work for the calendar year, including submission of any results, based upon a certified report from the Supervisor.

**Clause 18. REMOTE LOCALITY INCENTIVE AND ALLOWANCES**

- 18.1 Entitlements for remote area allowances including fares out of isolated localities, freight on foodstuffs, locality allowances, and rental rebate payments are paid on 30 June and 31 December each year in arrears.
- 18.2 The formula used for calculating the cash payment of allowances for eligible remote area University employees is the same as that used for the cash payment of accrued recreation leave airfares for eligible University employees.
- 18.3 Where eligible employees are able to demonstrate financial detriment arising from the implementation of the cash payment of remote entitlements, the University will consider alternative arrangements on merit.

**Clause 19. DISTRICT ALLOWANCE**

- 19.1 The University will maintain the existing arrangements:
- 19.1.1 General staff employees and Teaching Focussed Academic Staff working predominantly in Vocational Education and Training with dependants who commenced after August 1987 receive \$960 per annum paid fortnightly.
- 19.1.2 Research Staff, Research Active Staff and Teaching Focussed Academic Staff working predominantly in Higher Education with no dependents receive \$1277 per annum and with dependents \$2237 per annum paid fortnightly.

**Clause 20. HIGHER DUTIES ALLOWANCE**

- 20.1 The principle underpinning HDA is to compensate an employee for temporarily filling a position classified at a higher level. For general staff this usually means a position with a higher HEW level, for academic staff this means filling a position of greater leadership or management responsibility.
- 20.2 An employee who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment shall be paid an allowance equal to the difference between their substantive salary and the minimum salary of the higher classified position for all the time during which he/she performs such duties. Where it is specified at the commencement of the higher duties allowance that the employee is to undertake part of the duties of the higher position only, a lesser amount, which will normally be a percentage of the full amount, will be paid.
- 20.2.1 Higher duties allowance is predetermined by the employee's Supervisor before the higher duties are undertaken
- 20.2.2 No allowance shall be payable unless the employee performs the duties of the higher classified position for a period in excess of two weeks, or in excess of four weeks for an employee who is designated as a "deputy" or equivalent of a more senior staff member.
- a A "deputy" is formally identified in the position profile or job description and is required to back fill for the more senior during periods where the Senior Manager is away from the office.

**Management and Market Allowance**

- 20.3 The University may offer an employee an allowance to compensate for movements in the employment / labour market or to undertake a specific management task, including but not limited to Head of School.
- 20.4 Conditions of the allowance shall be negotiated between the Senior Manager and the employee.

**Clause 21. OTHER ALLOWANCES**

- 21.1 All allowances under this clause will be reviewed and increased by the Consumer Price Index as published by the ABS prior to lodgement with FWC for approval.

**Dirty Work Allowance**

- 21.2 General Staff HEW Levels 1 to 5 will be paid an additional hourly allowance for all required duties performed under adverse working conditions as defined. In addition to the payment of this allowance, the University will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- 21.3 The additional hourly allowance for each hour worked under adverse working conditions shall be either:
- 21.3.1 Level 1 working conditions—3.5% of the standard rate; or
- 21.3.2 Level 2 working conditions—5% of the standard rate
- The Level 1 working conditions allowance compensates where the University and employee agree that duties are performed in adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions, including:
- 21.3.3 working in confined or cramped spaces;
- 21.3.4 working in wet places;
- 21.3.5 working in hot places where temperatures are artificially raised above 45 degrees Celsius;

- 21.3.6 working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- 21.3.7 working in dusty, muddy or dirty conditions;
- 21.3.8 cleaning of public toilets and animal shelters;
- 21.3.9 removing or destroying dead animals;
- 21.3.10 handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- 21.3.11 working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- 21.3.12 collection, removal and/or disposal of non-putrescible waste; and
- 21.3.13 collection, removal and/or disposal of putrescible waste by mechanical means.

The Level 2 working conditions allowance compensates where the University and employee agree that duties are performed in highly obnoxious, offensive or dirty working conditions, which typically includes:

- 21.3.14 Operating plant and equipment not fitted with climate control;
- 21.3.15 handling infected materials; and
- 21.3.16 collection, removal and/or disposal of putrescible waste other than by mechanical means.

- 21.4 The University may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined.
- 21.5 Adverse working conditions allowances are not payable during periods of leave.

**First aid allowance**

- 21.6 An employee who holds a first aid certificate or the equivalent and who is the designated first aid officer within their workplace shall be paid an allowance of \$11.90 per week.

**Motor vehicle allowance**

- 21.7 An employee required to use his or her private vehicle for work purposes may be paid a per-kilometre allowance at a rate published by the NT Office of the Commissioner for Public Employment per Determination Number 1 of each calendar year.
- 21.8 Payment of the allowance will only be made upon receipt of the written approval from the employee's Supervisor, and where it was not possible to use an official University vehicle.

**Meal allowance**

- 21.9 An employee eligible to receive payment for overtime that follows their ordinary working day shall receive a meal allowance of \$24.80 subject to the overtime continuing for longer than 1 ½ hours.

**On-call allowance**

- 21.10 On-call allowance is paid to a General Staff employee (other than casual and trainee employees) who prior to ceasing ordinary duty, is instructed, that he/she is or may be required to attend for extra duty sometime before his/her next normal time of commencing duty, and the employee is to be contactable and available to return to duty without delay or within a reasonable time of being recalled, will be paid an allowance. The allowance paid is \$7.85 per night or \$19.40 for a day and a night.

**Clause 22. OFFICIAL TRAVEL****Travel within Australia**

- 22.1 Staff travelling interstate or intrastate on instruction from the University to undertake official University business shall be paid either travel allowance or issued with a travel card (P-Card) to cover expenses incurred.
- 22.2 Under normal circumstances, staff in receipt of travel allowance will have their accommodation prepaid prior to travel being undertaken. Where accommodation is not available, such as in a remote community, camping allowance shall be paid in lieu of pre-paid accommodation.

**Overseas travel**

- 22.3 Staff travelling overseas may have their agreed expenses covered by either P-Card, travel allowance or in the case of grant funded travel a cash advance.

**Acquittal**

- 22.4 An employee will be required to acquit a cash advance in line with University requirements.
- 22.5 An employee whose travel is funded by external grants will be required to acquit all travel expenditure in accordance with grant conditions.

**Quantum**

- 22.6 Travel allowance is that amount set and varied by the ATO from time to time. There is no set amount of expenditure on the P-Card other than what is reasonable under the circumstances. Camping allowance is in accordance with NTG regulations as revised from time to time by the Commissioner for Public Employment.

**Movement requisition**

- 22.7 An employee undertaking official travel must complete and have approved in advance a movement requisition detailing the itinerary and costs involved. Subject to the Movement Requisition being lodged prior to travel being undertaken and in accordance with procurement guidelines, the University will endeavour to pay travel allowances where applicable prior to travel commencing.

**Clause 23. HOURS OF WORK AND OVERTIME**

- 23.1 The ordinary hours of work for all employees other than part-time employees shall be 73 ½ hours per fortnight (36 ¾ hours per week).

## Span of hours

Classification	Hours
General Staff employees	7.00 am to 6.00 pm Monday to Friday
Territory FM employees	5.00 am to 10:30 pm any five of seven days
Student Support and ITMS employees involved in external student academic support and counselling	7.00 am to 10:00 pm Monday to Friday. Work after 6 pm shall be by agreement.
Academic	7.30 am to 10.00 pm any five of seven days
Academic staff delivering higher education units	Will not be required to teach more than three (3) evenings per week unless otherwise agreed; and will not be required to teach on weekends without prior consultation.

- 23.2 Teaching hours shall be set in accordance with the workload priorities of the work area.
- 23.3 Ordinary hours for station hands at Mataranka Station shall be set by agreement with the station management.

23.4 Notwithstanding the above, in exceptional circumstances the span of hours may be varied by agreement between an existing employee and his or her Supervisor.

23.5 Due to operational considerations Teaching Focused Academic Staff working predominantly in VET may work an average of 147 hours over any four (4) week period.

**Meal breaks**

23.6 All employees are entitled to an unpaid meal break of between 30 and 60 minutes to commence no earlier than 3 hours and no later than 5 hours after starting work for the day. By agreement an employee may take a meal break after 5 hours.

23.7 Cleaning, security and maintenance employees may vary their meal breaks by taking 30 minutes for lunch and two 15 minute tea breaks.

**Rostered Day Off**

23.8 Cleaning, security and maintenance employees may accumulate time during any one day to either work a short day on one other day or take a rostered day off (RDO) following the accumulation of sufficient hours.

**Overtime**

23.9 Overtime and time off in lieu (TOIL) is restricted to General Staff employees up to HEW level 7 and Teaching Focused Academic Staff level A working predominantly in Vocational Education and Training and Associates working predominantly in Vocational Education and Training.

23.10 The University may extend TOIL and overtime to employees outside of these categories in exceptional circumstances.

23.11 TOIL and overtime must be agreed in advance with the Supervisor responsible for workload planning and budget.

23.12 Operational circumstances may require employees to work reasonable overtime.

23.13 No employee shall be required to work in excess of 40 hours overtime in any one four (4) week period.

23.14 Any employee asked to work unreasonable overtime may appeal to the relevant Senior Manager.

23.15 Overtime rates are not paid for additional hours travelling on University business.

23.16 Overtime rates are not paid on a weekend when it forms part of the ordinary working week.

23.17 An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of four (4) hours at the appropriate overtime rate.

23.18 Overtime will be paid in accordance with the following:

Overtime worked Monday to Saturday	
First 3 hours of overtime	Ordinary time plus 50%
All hours in excess of 3 hours	Ordinary time plus 100%
Overtime worked midnight Saturday to midnight Sunday	
All hours worked	Ordinary time plus 100%
Overtime worked on a public holiday	
All hours worked	Ordinary time plus 150%

**Rest period after overtime**

23.19 When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.



- 23.20 An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the time off duty.
- 23.21 If on the instructions of the University an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such a period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- Time Off in Lieu (TOIL)**
- 23.22 Overtime will normally be taken as TOIL and within four (4) weeks of accrual. Where this is not possible, overtime will be paid in accordance with 23.18. Only with agreement between the Supervisor and the employee and in unusual circumstances would an employee be permitted to accrue TOIL or overtime beyond this initial four (4) week period.
- 23.23 TOIL accrued by HEW Level 1 to HEW Level 7 Teaching Focussed Academic Staff Level A shall be taken at the rate at which it is accrued. TOIL accrued by HEW Level 8 and above shall be taken at one hour off for each overtime hour worked.
- 23.24 TOIL accrued toward the end of the calendar year (September onwards) may be carried over to first semester the following year where an employee is prevented from taking TOIL and where the express permission is sought and granted by the relevant Senior Manager.

Clause 24. **AIRFARE ENTITLEMENTS**

- 24.1 Employees with an entitlement to Recreation Leave Airfares will continue to receive their current entitlement under this Agreement.

## Part 4 Employment Categories and Workplace Management

### Clause 25. EMPLOYMENT AND EMPLOYMENT CATEGORIES

- 25.1 The University offers employment on terms that correspond with one or other of the types of employment prescribed in this clause.
- 25.2 Nothing in this Agreement prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties, provided that the additional work is not in competition to the University. Nothing in this Agreement limits the number or proportion of employees that may be employed in a particular type of employment.

#### Definitions

- 25.3 Continuing employment means all employment other than fixed-term and casual. Continuing may be either full-time or part-time.
- 25.4 Fixed-term contract (FTC) employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).
- 25.4.1 During the term of employment the contract may not be terminated by the University other than during the probationary employment period or for serious misconduct.
- 25.5 Casual employee means an employee employed on a casual contract, engaged by the hour and paid a rate on an hourly basis that includes a loading of 25%, which is compensation for paid annual recreation leave, personal leave and other applicable paid leave under this Agreement.
- 25.6 Sessional employee means a casual employee employed by the term or semester.

#### Fixed-term contract employment

- 25.7 The use of FTC employment shall be limited to the employment of an employee in one of the following categories:

#### Specific task or project

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

#### Research

- 25.7.2 A work activity by a person engaged on predominantly research functions for a contract period not exceeding five (5) years.

#### Research Safety Net

- 25.7.3 A person employed on two or more consecutive contracts to undertake research functions for a total continuous period of not less than seven (7) years may be offered a contract in accordance with 25.7.1 or 25.7.2 for a period not exceeding one year.

#### Research Continuing Staff

- 25.7.4 A fixed-term academic or general staff member appointed to a research position(s) funded by contingent funding for a period of continuous service of 3 years or more and who is to be, or has been, appointed to a further consecutive contract of at least 6 months in duration, may be employed on a Research Continuing contract of employment where:

- a The University has a reasonable expectation that alternative contingent funding or a standard appointment may become available; and
- b The alternative would be the separation of the employee from the University.

**Vocational Education and Training**

- 25.7.5 Academic staff involved in delivery, and/or support for delivery, of Vocational Education and Training may be employed for a contract period not exceeding five years.

**Early Career Development Fellowships**

- 25.7.6 As described in 25.17.

**Replacement employee**

- 25.7.7 An employee undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either:
- a on authorised leave of absence; or
  - b is temporarily seconded away from their usual work area; or
  - c performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
  - d a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

**Recent professional practice required**

- 25.7.8 Where the curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding 2 years.

**Pre-retirement contract**

- 25.7.9 Where a full-time or a part-time employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years.

**Fixed-term contract employment subsidiary to studentship**

- 25.7.10 Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:
- a such fixed-term contract employment is for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
  - b an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

**Innovation or reorganisation**

25.7.11 Where the University or some proportion of the University is undergoing or is about to undergo major organisational change including discontinuation of a work area, or where a new course, new system, market research or organisational unit is being developed and implemented a fixed-term contract can be used for staff either in the work area, or employed in support of the change. The contract may have a term of up to two (2) years. In the case of discontinuation of a work area, if the decision to discontinue the work area is reversed, or should for any other reason the employee's position or substantially the same position continue beyond the 2-year period, the employee shall be offered that work on a continuing basis. In the case of a new course, new system, market research or organisational unit, if the position or substantially the same position occupied by the employee continues beyond the expiry of the contract, the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position. The University will report on all contracts issues under this clause 25.7.11 to the JUUCG.

**Senior appointments**

25.7.12 The University may appoint employees to senior leadership and senior administration positions as identified in Clause 26. A contract can have a term of up to 5 years.

**Apprentices and trainees**

25.7.13 An apprentice or trainee employed under a scheme approved by a Commonwealth or the Northern Territory Government training authority.

**Pay increments**

25.8 A FTC employee who has a period of continuous service in a classification shall progress through that structure in the same way as an employee engaged as a continuing employee in the same or similar classification.

**Further employment**

25.9 Where the University has made a decision to continue the FTC position (or similar position) the incumbent shall be offered further employment in the position provided he/she has performed at least satisfactorily and was initially employed through a competitive and open selection process.

25.10 Further employment shall be subject to "similar position" in cl. 25.9 being defined as "a position with the same skill mix, professional requirements at the same level".

**Notice**

25.11 The University will provide to a FTC employee, written notice of the University's intention to renew, or not to renew, employment with the University prior to the expiry of the contract. Such notice is the greater of:

25.11.1 any specific entitlement to notice specified in the contract of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract: or

Period of continuous service	Period of Notice
Not more than 1 year	at least 2 weeks,
1 year but less than 3 years	at least 4 weeks,
3 years but less than 5 years	at least 6 weeks,
5 years or over	at least 8 weeks,

In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two (2) years continuous service is entitled to an additional week's notice.

- 25.12 Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able to give the notice required by this clause, it is sufficient compliance with this clause if the University:
- 25.12.1 advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and
  - 25.12.2 gives notice to the employee at the earliest practicable date thereafter.

**Severance pay**

- 25.13 A fixed-term contract employee whose FTC is not renewed in circumstances where the employee seeks to continue the employment is entitled to severance pay (or retrenchment benefit pay howsoever called) in accordance with 25.14 in the following circumstances:
- 25.13.1 The employee has demonstrated a desire to continue to be employed by registering their interest with HRS within 4 weeks of the current contract expiring and not having an unsatisfactory performance review within the last 12 months; and
  - 25.13.2 The employee is employed on a second or subsequent FTC to do work described in sub-clauses 25.7.1, 25.7.2 or 25.7.5 and the duties (or similar duties) are no longer required by the University; or
  - 25.13.3 The employee is employed on a FTC to do work described in clause clauses 25.7.1, 25.7.2 or 25.7.5 and the work continues to be required but another person is appointed, or is to be appointed, to the same or substantially similar duties.

- 25.14 Severance pay is calculated for a period of continuous service as follows:

Service	Severance Payment
Less than one year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	10 weeks pay*

*Note: \* Long Service Leave becomes payable*

- 25.15 Where the University advises an employee in writing that further employment may be offered within (6) six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.
- 25.16 The University, in a particular case, may make application to FWA to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the staff member.
- 25.17 Early Career Development Fellowships
- 25.17.1 Over the life of this Agreement, the University will establish and advertise at least eight (8) academic positions as Early Career Development Fellowships (ECDFs).
  - 25.17.2 An ECDF is a Research Active, Teaching Focussed or Research employee available for a fixed-term of up to two years.
  - 25.17.3 The field of applicants for an ECDF is restricted to casual staff who have been:
  - 25.17.4 Awarded a PhD and have performed sessional work for the University in three teaching periods over the past five years; or

- 25.17.5 active PhD candidates for at least two (2) years who have been making satisfactory progress and have performed sessional work for the University in five (5) teaching periods over the past five (5) years.
- 25.17.6 The University may consider applicants from other universities meeting the above criteria at the other university if it is expected that the Charles Darwin University applicant pool does not have a suitable candidate.
- 25.17.7 Each year, existing eligible casual academic staff may register their interest in eligibility for the ECDF scheme with the University.
- 25.17.8 Successful applicants are selected from eligible candidates on academic merit.
- 25.17.9 At the end of the ECDF, the University may offer a further ECDF of up to two (2) years. Such appointments are made subject to appropriate available positions, funding and the academic merit of the incumbent.
- 25.17.10 At the end of the second ECDF the incumbent may be offered continuing employment subject to available positions, funding and performance.
- 25.17.11 During the life of this Agreement the University and the unions party to this Agreement will annually review the ECDF scheme in the final quarter of the year.

**Casual employees**

- 25.18 Casual employees shall be provided with reasonable accommodation and equipment to perform their duties.
- 25.19 Termination of employment may be initiated by giving or receiving one hour's notice by the employee or the University.
- 25.20 Notwithstanding the provisions of 25.19 a casual employee with more than 6 months continuous employment, who is employed on a regular and systematic basis and who has a reasonable expectation of continuing employment on a regular and systematic basis shall be entitled to notice as per Clause 41.
- 25.21 Casual employees with more than 6 months continuous employment, who are employed on a regular and systematic basis and who have a reasonable expectation of continuing employment on a regular and systematic basis shall be entitled protection from unfair dismissal as per Part 3-2 Division 2 of the Act.

**Commencing Employment (Engagement)**

- 25.22 The University must provide to the employee an instrument of appointment which identifies the University as the employer, stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
  - 25.22.1 for employees other than casual employees, the classification level and salary of the employees on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
  - 25.22.2 for fixed-term employees, the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;
  - 25.22.3 for part-time employees, the University and the part-time employee will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day;
  - 25.22.4 for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
  - 25.22.5 for any employee subject to probationary employment, the length and terms of the probation; and

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

**Clause 26. SENIOR STAFF CONTRACTS**

- 26.1 For the purposes of this clause, a Senior Staff member is defined as an employee who is in receipt of a base salary, excluding superannuation, above the salary rates prescribed under Schedule A and Schedule B
- 26.2 A Senior Staff member may be offered a fixed-term contract of up to 5 years for employment or for a specific component of their duties.
- 26.3 Subject to negotiation, successful internal applicants for a Senior Staff position may return to their former, substantive position or a position at the same level at the expiry of the contract unless otherwise stated in their contract.
- 26.4 Such contracts may be renewed by mutual agreement.
- 26.5 All terms of this Agreement shall apply to the employment of Senior Managers with the exception of:
- 26.5.1 Employment categories
  - 26.5.2 Leave entitlements
  - 26.5.3 Airfare entitlements
  - 26.5.4 Salary rates and increases
  - 26.5.5 Superannuation
  - 26.5.6 Redeployment
  - 26.5.7 Redundancy

**Clause 27. CRIMINAL HISTORY AND WORKING WITH CHILDREN**

- 27.1 Current and new employees may be required to undertake Criminal History Checks and/or obtain Working with Children Clearance Notices in order to commence or retain employment with the University.
- 27.2 Criminal History Checks and Working with Children Clearance Notices include but are not limited to the clearance notice under Section 188 of the Care and Protection of Children Act 2009.
- 27.3 The purpose of the Criminal History Check and/or Working with Children Clearance Notice is to ensure that the University is compliant with legislative and professional requirements.
- 27.4 Current employees shall have the cost of the application process and renewal paid for by the University subject to the applicant following due process. During the first six (6) months of the Agreement the University will publish a procedure.
- 27.5 An applicant for a position with the University or a current employee refusing to apply for a clearance notice may not be eligible for employment with the University.
- 27.6 Failure of an employee to agree to a reasonable request by the University to make an application may constitute serious misconduct.
- 27.7 Employees are required to report all criminal convictions to the University.

## Clause 28. **ACADEMIC CLASSIFICATION & WORKLOADS**

- 28.1 Each academic staff member will have their workload allocation in accordance with this clause subject to the provisions and terms of their letter of offer in the following roles:
- 28.1.1 Teaching Focused Academic Staff (TFAS)
  - 28.1.2 Research Active Academic Staff (RAAS)
  - 28.1.3 Research Focused Academic Staff (RFAS)
- 28.2 Expectations of teaching, research and scholarship will differ between the roles. The University publishes explicit Research Active Definitions and Teaching Standards and Academic Staff Requirements, which will be used to set these expectations.
- 28.3 Movement between these roles may occur from time-to-time with agreement between the University and the staff member subject to approval by the Vice-Chancellor. The process will be comprised of two parts:
- 28.3.1 One part of the process will be concerned with resource allocation and the need for proposed change
  - 28.3.2 The other part of the process will be concerned with the employee's suitability for the proposed role.
  - 28.3.3 For academic staff members moving from a Teaching Focussed role to either a Research or Research Active role, the University will recognise that 24 months will be required in the new role before a valid assessment of Research Active status is made.
- 28.4 Nothing in this Agreement prevents an employee from being assigned work normally associated with a different academic role for an agreed period of time, where the employee possesses appropriate qualifications and the University has a need for the activity to be undertaken.
- 28.5 Workload allocations will take into account the following principles:
- 28.5.1 The total workload allocated to each employee is based on the efficient deployment of employees' skills and the best fit with operational requirements and should be broadly equivalent (pro rata a percentage of full-time).
  - 28.5.2 Workloads are determined by implementation of University principles and guidelines at the academic delivery unit or major administrative unit level, by the head of the unit. Work allocation is best developed by each area in a fully open manner, with employees and teams actively involved in the consultation process. In this way the workload allocation mechanism is sensitively tuned to the particular needs and aspirations of the area and employees, and will receive the broadest support from those employees that must actually participate in the sharing of the workload.
  - 28.5.3 Employee workloads should be fair and reasonable, with adequate time available for all facets of an academic staff member's role as outlined in their Position Description. The allocation of workloads should be based on the principles of fairness, equity and transparency. It is the expectation of the University that heads of academic areas will develop workload plans on an annual or semester basis, and that these plans will be approved by the relevant Faculty Pro Vice-Chancellor.
  - 28.5.4 In determining workload allocations, consideration should be taken of the requirements of the full range of activities, including teaching and learning, research, community and access, business development and administration, of the work area in consultation with the employees of that work area.
  - 28.5.5 The University recognises that teaching workload is influenced by a range of factors, including the hours spent in teaching activities, the number of courses, units and modules being taught, and the student load (EFTSL or AHC) for which the staff member is responsible. Assignment of workloads will take into account this range of factors.



- 28.5.6 In allocating workloads, it is recognised that the University and the employee have a shared obligation to add value to the organisation and themselves.
- 28.5.7 In the allocation of workloads, family commitments and a work life balance are recognised and considered.
- 28.6 The University recognises 1617 hours per annum as the maximum annual allocated hours for a full-time employee in any academic year.
- 28.7 For a full-time Research Active Academic Staff Member, workload allocation will nominally be based upon 40% of allocated time spent on teaching and 60% of allocated time spent on non-teaching activities. This may vary depending upon the work area and tasks, as will be discussed and agreed between the employee and supervisor.
- 28.8 Teaching activities may include:
- 28.8.1 attendance in the classroom and on-line delivery;
  - 28.8.2 workshop delivery;
  - 28.8.3 assessment of vocational competency;
  - 28.8.4 reasonable contemporaneous organisation and preparation of lesson plans and teaching resources;
  - 28.8.5 reasonable contemporaneous marking;
  - 28.8.6 supervision of honours students;
  - 28.8.7 workplace training and assessment;
  - 28.8.8 Recognition of Prior Learning (RPL) assessment; and
  - 28.8.9 for Academic Staff teaching predominantly in higher education, teaching-related research and scholarship.
- 28.9 Non-teaching activities may include, but are not limited to:
- 28.9.1 research, scholarship and research training supervision;
  - 28.9.2 attendance at meetings;
  - 28.9.3 external liaison, including with professional and industry groups;
  - 28.9.4 community service activities that draw upon the staff member's expertise and that directly advances the University's mission;
  - 28.9.5 administration;
  - 28.9.6 curriculum development;
  - 28.9.7 preparation and maintenance of documents that support quality assurance compliance; and
  - 28.9.8 work-related travel.
- 28.10 Teaching Focused Academic Staff are expected to spend more hours teaching than Research Active Academic Staff. Teaching Focused Academic Staff will normally undertake no more than 111 hours per four consecutive weeks of Teaching Activities as outlined in Clause 28.8.
- 28.10.1 Attendance in the classroom and online delivery for Teaching Focussed Academic Staff teaching predominantly in higher education will not comprise more than 20 hours per week.
  - 28.10.2 The average number of hours in an Academic Year devoted to attendance in the classroom, workshop, online delivery and RPL by Teaching Focussed Academic Staff delivering Vocational Education and Training will be 880. The actual number of hours devoted to these tasks by an individual staff member may be more or less than this amount, depending upon the individual, a team and industry group circumstances.

- 28.10.3 Attendance in the classroom, workshop, online delivery and RPL for Teaching Focussed Academic Staff delivering Vocational Education and Training will not comprise more than 24 hours in a given week without agreement of the staff member.
- 28.10.4 Where a Teaching Focussed Academic Staff delivering Vocational Education and Training is assigned more than 21 hours of attendance in the classroom, workshop, online delivery and RPL in a given week, the staff member may request a review of the workload assignment by the Pro Vice-Chancellor VET. The Pro Vice-Chancellor VET may confirm or modify the workload assignment, taking into account circumstances such as requirements for training preparation, maintenance of the teaching space, distribution of work amongst a team and student needs at that particular point in time.
- 28.10.5 The provisions of overtime and TOIL in clauses 23.9 to 23.24 shall apply where Teaching Focussed Academic Staff delivering Vocational Education and Training exceed 111 hours of direct teaching activities and the performance of related teaching duties as described in Clause 28.8 during any four consecutive week period.
- 28.10.6 In calculating the payment for teaching in excess of 111 hours over any four weeks the 'any four weeks' shall commence from week one to week four, if the 111 hours is not exceeded the next four week period shall commence on week two to week five and so on until 111 hours is exceeded. When this occurs the payment shall be made from hour 112 calculated daily until the end of the four weeks. Any four weeks where a payment is generated cannot be used in calculating a payment for any other four weeks.
- 28.10.7 Teaching Focused Academic Staff delivering Vocational Education and Training will be allocated non-teaching time of no less than 36 hours each four consecutive week period to undertake duties as listed in Clause 28.9.
- 28.11 Research Staff may have up to 20% of their time allocated to Teaching Activities.
- 28.12 Where an Academic Staff Member believes that he/she has been assigned a workload that is unfair or unachievable, he/she can request that the Faculty Pro Vice-Chancellor review the workload assignment. The Faculty Pro Vice-Chancellor may confirm or modify the workload assignment.
- 28.12.1 Notwithstanding clause 28.12, a dispute arising from the allocation of workloads or unreasonable hours of work will be dealt with in accordance with Clause 11.
- 28.13 Over the course of this Agreement, the University and unions will:
  - 28.13.1 Examine the workloads of Teaching Focussed Academic Staff with the aim of providing adequate time to best meet the University's Teaching Standards and Academic Staff Requirements.
  - 28.13.2 Develop a workload allocation model that supports the outcomes of 28.13.1.
  - 28.13.3 At least once per calendar year, the Joint University-Union Consultative Group will consider details of academic workloads and jointly work towards remediation of identified issues.

**Clause 29. ACADEMIC QUALIFICATIONS**

- 29.1 Academic Staff Members are required to possess or undertake study toward mandatory teaching qualifications, being the Certificate IV in Training and Evaluation for delivery of Vocational Education and Training, and a relevant qualification at least one Qualification Standards level higher than the course of study the person has been employed to teach, or having been assessed by the University as having equivalent professional experience, for Higher Education.
- 29.2 Over the term of this Agreement, the University will introduce a revised Graduate Certificate in Higher Education, which will also be mandatory for staff expected to teach Higher Education.

**Clause 30. PROBATIONARY EMPLOYMENT PERIOD**

- 30.1 The purpose of the probationary employment period is to establish whether an appropriate match has been made between the probationer, the position and the work environment, and whether the probationer is able to perform the required role and assume the levels of responsibility of the position at least satisfactorily.
  - 30.1.1 The University recognises that the assessment of match and competence requires some knowledge of the discipline and sector in which the probationer is employed. To this end, the University shall ensure that prior adequate training and/or advice is provided to support the manager responsible for the assessment.
- 30.2 For positions that involve teaching, satisfactory student evaluations will form one component of probationary employment assessment.
- 30.3 For positions that involve teaching and where the employment is either continuing or fixed term for a period of three (3) or more years, probationary employment requirements will include satisfactory completion of the mandatory requirements under clause 30.
  - 30.3.1 For fixed term employees of less than three (3) years, satisfactory progress towards the required teaching qualification (only) is required.
- 30.4 Probationers who undertook training paid for by the University will reimburse the University the amount paid to the probationer if he or she resigns their employment within twelve (12) months of completing the training. Reimbursement is on a pro-rata basis.
- 30.5 All staff employed by the University (with the exception of casual staff) are required to complete a probationary employment period (continuous service) unless otherwise notified in writing. Staff entering into a second or subsequent contract for the same role will not normally have to serve a second probationary employment period unless the initial period was less than that required of an ongoing probationary staff member.
- 30.6 The following periods of probation apply to all employees:

Classification	Probation employment period
General staff – HEW 6 ongoing	Six (6) months
General staff – HEW one to five	Three (3) months
Research Active and Research Academic Staff level B and above	Three (3) years
Teaching Focussed Academic Staff and all level A staff	Two (2) years

- 30.7 The probation periods in 30.6 may be extended by up to 30 per cent at the discretion of the University where the probation report is adverse and the manager feels the additional time may remedy this.
- 30.8 Probation for FTC employees is as for ongoing employees or half the contract period whichever is shorter.
- 30.9 The probation periods contained in this clause may be varied (reduced) by notification in writing at the time the probationary staff member commences employment with the University.

- 30.10 The procedure outlined in Clause 33 does not apply to staff during a period of probationary employment.
- 30.11 The supervisor should meet with the probationer at least twice during the first six (6) months of employment at times agreed to by the supervisor and probationer. The period between meetings should not exceed (3) three months with the final meeting to take place no later than four (4) weeks prior to the end of the probation employment period. The meeting should be to focus on the assessment of match, competence and performance.
- Termination**
- 30.12 The probationer shall be given an opportunity to respond to, any adverse material about his/her performance or conduct which the University intends to take into account in a decision to terminate his/her employment.
- 30.13 The response must be within five (5) working days of receiving the feedback.
- 30.14 The University may terminate the probationer's employment following the receipt of the response or the expiration of the five (5) day response period. Notice of termination shall be in accordance with this Agreement under Clause 41.
- 30.15 A probationer who receives an adverse final probation report, including one that contains a recommendation for termination of employment, may appeal in writing to the Director OHRS only on the grounds that the Supervisor failed to apply procedural fairness in reaching his/her final assessment.
- 30.16 The appeal must reach the Director's office within five (5) working days of notification of the decision to terminate the probationer's employment.

Clause 31. **PERFORMANCE DEVELOPMENT AND REVIEW SYSTEM**

- 31.1 The University is committed to providing a working environment that fosters excellence in all areas of University Core Business with a high level of organisational professionalism and performance.
- 31.2 During the course of this Agreement and in consultation with the Parties to the Agreement, the University will implement improved monitoring systems to help track and expand the use of the PDRS.
- 31.3 All probationary staff shall be required as part of their PDRS to undertake study to completion of the mandatory qualifications referred to under Clause 29.
- Assessment**
- 31.4 PDRS encourages discussion and feedback between employees and their Supervisors based on a clear statement of work goals and performance expectations across the employee's role and responsibilities. All employees are required to participate in the PDRS process.
- 31.5 Meetings between employees and Supervisors in relation to PDRS should normally occur at least twice each calendar year. One of these meetings will focus on progress towards goals.
- Quality teaching and learning**
- 31.6 The University's highest priority is achieving an improvement in the quality of teaching and learning. The PDRS for academic staff should include a strong focus on teaching and learning quality. For Research Staff and Research Active Academic Staff, this may include a focus on the quality of postgraduate student supervision.
- 31.7 Academic staff will have their teaching evaluated regularly, with the outcomes used to inform the interaction between the employee and Supervisor as articulated in this clause. The University is responsible for publishing explicit requirements for teaching and teaching scholarship performance and activity.

- 31.8 Teaching evaluation results shall be made available to all relevant Supervisors and others with a legitimate interest, such Senior Executives and Senior Managers. The Supervisor will then take account of the evaluation outcomes in the next PDRS discussion with the employee.

**Research evaluation**

- 31.9 Academic staff will have their research and research training outputs evaluated regularly, with the outcomes used to inform the interaction between the employee and Supervisor as articulated in this clause. The University is responsible for publishing explicit requirements for research and research activities.

- 31.10 Salary point progression of an employee will not be delayed by the omission of a Supervisor to complete the PDRS with the employee in a given year.

**Casual employees**

- 31.11 The performance of casual employees may also be assessed in accordance with the PDRS for the purposes of determining their suitability for re-engagement (whether as a casual employees or otherwise).

**Superior assessment**

- 31.12 Where an employee receives an overall performance rating deemed to be superior, the employee may be recommended for incentives and awards, including professional development activities, as may be available from time to time.

**Performance remediation**

- 31.13 Where an employee receives an overall performance rating deemed to not be satisfactory, the Supervisor may:

31.13.1 take action under Clause 33; or

31.13.2 in the case of Research Active Academic Staff, the supervisor may negotiate with the employee a move to move to a Teaching Focused Academic role with agreement of the employee provided that the employee's teaching performance is deemed to be satisfactory; or

31.13.3 by agreement with the employee, provide for a period of performance remediation of up to 6 months. During the performance remediation period any increment due to the employee may be delayed.

- 31.14 If the performance does not improve to at least a satisfactory level during the remediation period, then in the absence of mitigating circumstances as approved by the Senior Deputy Vice-Chancellor, the Supervisor must report this to the Senior Manager with a view to taking action under Clause 33.

- 31.15 OHRS must be notified immediately when the employee's performance is deemed to be satisfactory.

**Appeal**

- 31.16 Where the outcome of the review is a rating deemed not satisfactory, as described in subclause 31.13, the employee may appeal to the Senior Manager who will assess whether or not the process and review have been conducted in accordance the University process with consideration of achievement of goals and required outcomes.

**Assessment outcome**

- 31.17 The Senior Manager's assessment will commence no later than seven (7) days of receiving a written application from the employee and an interim report shall be provided to both the employee and the Supervisor within 2 weeks of receiving the original application for a review.

**Clause 32. DISCIPLINARY ACTION – PRINCIPLES**

- 32.1 The University is committed to ensuring procedural fairness with respect to all decisions made on the taking of disciplinary action against any of its employees.
- 32.2 All decisions to discipline an employee shall be taken by Senior Managers. A decision to terminate the employment of an employee shall be taken only by the Vice-Chancellor in accordance with this Agreement.
- 32.3 Where the relevant Senior Manager has formed the view that disciplinary action against an employee should be taken, the Senior Manager will allow the employee an opportunity to present any evidence that they may seek to rely on as mitigating circumstances or other matters in their defence.
- 32.4 All actions of the Vice-Chancellor are final and not subject to appeal or review, other than an appeal to an external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
- 32.5 An employee whose conduct is subject to the provisions of this Section of the Agreement may seek advice and assistance from a representative of their union or a support person on the condition that the support person is not a practising barrister or solicitor, the exception being an employee of the AHEIA or a union that is party to this Agreement.
- 32.6 Once a matter has commenced under this Section of the Agreement neither the University nor the affected employee or the union can refer the matter to be dealt with under the University Grievance processes or under the dispute settlement procedures contained in Clause 11 of this Agreement.
- 32.7 If an employee takes Personal Leave during a period of performance management the University reserves the right to continue the action or suspend the action as circumstances warrant.
- 32.8 If the allegations are of a type that may lead to termination of employment, the employee may be suspended immediately with or without pay.
  - 32.8.1 During any period of suspension the employee may be excluded from the University provided that they will be permitted reasonable access to the institution for the preparation of their response and to collect personal property.
  - 32.8.2 Suspension may occur at any time during the processes relating to unsatisfactory performance or misconduct.
  - 32.8.3 Suspension without pay will not be unduly long as a result of actions or admissions of the University.

**Clause 33. UNSATISFACTORY PERFORMANCE**

- 33.1 Unsatisfactory performance exists where an employee does not perform his/her work to the standard reasonably expected by the University. Assessment of work performance is based upon benchmarks, including but not limited to the expectations of teaching, research and scholarship, the employee's position profile and Performance Development and Review System plans.
 

**Informal stage**
- 33.2 Where the Supervisor is of the view that the employee's performance is unsatisfactory, the Supervisor will draw to the attention of the employee the perceived deficiencies in their performance, specify the expected performance requirements, specify a timeframe over which performance improvements must occur, and discuss impediments and solutions that the employee faces in achieving the desired performance.
- 33.3 It is expected that the Supervisor will communicate in an unambiguous manner, and that there is a genuine focus on seeing the employee's performance improve to a level that meets the requirements reasonably expected by the University.

**Formal stage**

- 33.4 Where the Supervisor has made a reasonable attempt to apply the process specified under clauses 33.2 and 33.3 and the employee's performance is still considered unsatisfactory, the matter must be brought to the attention of the relevant Senior Manager and the Supervisor will initiate a formal performance management process. The following key actions and principles shall apply:
- 33.4.1 Reasonable steps are to be taken by the Supervisor to meet with the employee and draw to his/her attention the deficiencies identified in his/her performance;
  - 33.4.2 The nature of the improvements required shall be clearly stated by the Supervisor and communicated to the employee in writing;
  - 33.4.3 A reasonable period of time shall be allowed for the employee to remedy the deficiencies identified in their performance, normally between 4-8 weeks; and
  - 33.4.4 Adequate opportunity shall be given for the employee to respond to any comment made with respect to his/her performance.

- 33.5 The Supervisor shall keep a written record of all actions, correspondence and requirements referred to in 33.4. The relevant Senior Manager(s) may be provided with the record.

**Performance review meeting**

- 33.6 At the end of the period specified in 33.4, the Supervisor will again meet with the employee and review his/her performance.

**Action by the Vice-Chancellor**

- 33.7 Where the employee has not made sufficient improvement in their performance the Supervisor will report to the Vice-Chancellor through the relevant Senior Manager or delegate detailing the unsatisfactory performance and the remedial action taken to date. The employee shall be provided with a copy of the report and given ten (10) working days to respond in writing to the Vice-Chancellor.
- 33.8 Upon receipt of the Supervisor's report and any written response from the employee, the Vice-Chancellor will first satisfy himself/herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention, that an adequate opportunity to respond was given, that any response was taken into account and that a reasonable opportunity has been afforded to remedy the problem.
- 33.9 The Vice-Chancellor may then decide to:
- 33.9.1 Take no further action;
  - 33.9.2 Refer the matter back to the Supervisor; or
  - 33.9.3 Take Disciplinary Action, as defined.
- 33.10 The Vice-Chancellor will advise the employee in writing of any decision made in accordance with 33.9 and such a decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- 33.11 If within the five (5) working days the Vice-Chancellor receives a written request from the employee the Vice-Chancellor shall refer the matter to the Unsatisfactory Performance Review Panel.
- 33.11.1 Notwithstanding, the only grounds for referral to the UPRP area decision of the Vice-Chancellor to demote, suspend or terminate the employment of the employee.
  - 33.11.2 Any right to appeal will lapse if the notification is not received by the Vice-Chancellor within five (5) days after the original notification of the Vice-Chancellor's decision.
  - 33.11.3 During the appeal process all administration action will cease.
- 33.12 Nothing in this clause prevents the Vice-Chancellor on his/her own motion referring a question of possible unsatisfactory performance to a line manager / Supervisor for appropriate action.

- 33.13 If the Vice-Chancellor decides to terminate the employment of the employee the period of notice provided for in Clause 41 shall apply.

**Clause 34. MISCONDUCT OR SERIOUS MISCONDUCT**

34.1 Serious Misconduct means:

34.1.1 Serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to an employee's workplace participation or role. This includes, but is not limited to, breaches of the University's Code of Conduct or University Policies.

34.1.2 Serious dereliction of the duties required of the employee;

34.1.3 Conviction by a court of an offence which constitutes a serious impediment of the carrying out of an employee's duties or to an employee's workplace participation or role; and

34.1.4 Subject to the principles set out in Clause 53, actions that may bring the University into disrepute, where it can be sufficiently demonstrated that the University may be impeded from fulfilling strategic or financial goals as a direct result of the action.

34.2 Misconduct means conduct that is not Serious Misconduct but which is nonetheless unsatisfactory.

34.3 Conduct that would otherwise constitute Serious Misconduct under this clause does not cease to be Serious Misconduct solely on the ground that it occurred prior to the commencement of employment with the University.

34.4 Nothing in the clause shall prevent, in matters of a less serious nature, an issue of misconduct being raised with an employee and resolved through local action. Notwithstanding an amicable resolution, all matters of misconduct must be reported to the Director OHRS.

**Reporting misconduct**

34.5 In matters of a more serious nature, the employee's Supervisor must provide a written report to the Vice-Chancellor stating the alleged misconduct or serious misconduct and the action taken.

**Action by the Vice-Chancellor**

34.6 Once in receipt of the report, the Vice-Chancellor shall take whatever steps he/she deems necessary to ensure that a prima facie case exists against the employee. If satisfied that a prima facie case exists, the Vice-Chancellor shall notify the employee and provide him/her with a copy of the report and any related documents.

34.7 The employee has 10 working days to respond in writing to the Vice-Chancellor.

34.8 The Vice-Chancellor will write to the employee within 10 working days of receipt to the employees response to advise of the steps being taken by the University.

**Allegation denied and not proven**

34.9 If the allegation/s are denied and after reviewing the employee's written response, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Vice-Chancellor shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

**Allegation admitted by employee.**

34.10 If the allegations are admitted in full or part by the employee and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Vice-Chancellor may:

34.10.1 Take Disciplinary Action other than termination in the case of misconduct;

34.10.2 Take Disciplinary Action in the case of serious misconduct; or



- 34.10.3 Refer the matter back to the Senior Manager for further action; or
- 34.10.4 Take no further action.
- 34.11 The Vice-Chancellor shall advise the employee in writing of his/her decision and the operative date.
- Allegation denied by employee - misconduct.**
- 34.12 If the allegation/s are denied in part or in full or if the employee has not responded to the original report or the allegations, and if the Vice-Chancellor is of the view that there has been misconduct but not serious misconduct, the Vice-Chancellor may act on the evidence to hand, such as by:
- 34.12.1 Issuing a formal reprimand, censure, counselling or withholding of an increment; or
- 34.12.2 Referring the matter back to the Senior Manager for further action; or
- 34.12.3 Taking no further action.
- 34.13 The Vice-Chancellor shall advise the employee in writing of his/her decision and the operative date.
- Allegation denied by employee – possible serious misconduct**
- 34.14 If the Vice-Chancellor believes that the allegation has substance and the Vice-Chancellor proposes to take disciplinary action other than formal reprimand, censure, counselling or withholding of an increment, the Vice-Chancellor must refer the matter to a Misconduct Investigation Panel.
- 34.15 Nothing in this clause shall prevent the Vice-Chancellor from referring a question of alleged misconduct or serious misconduct back to the employee's Senior Manager for further investigation.
- 34.16 In the event that the Vice-Chancellor decides to terminate the employment of the employee, the Vice-Chancellor may dismiss the employee with notice pursuant to Clause 41.
- 34.17 Notwithstanding the prescribed notice, the Vice-Chancellor may choose to make a payment in lieu of all or part of the notice.

**Clause 35. PERFORMANCE AND MISCONDUCT INVESTIGATION PANELS**

- 35.1 Two panels are established under this clause:
- 35.1.1 the Unsatisfactory Performance Review Panel (UPRP) and
- 35.1.2 the Misconduct Investigation Panel (MIP).
- Common provisions**
- 35.2 The University will aim to establish where practicable, a panel within 10 working days of referral by the Vice-Chancellor.
- 35.3 The following members shall comprise the panel:
- 35.3.1 One nominee of the Vice-Chancellor;
- 35.3.2 One nominee of the relevant union; and
- 35.3.3 A chairperson selected by the Vice-Chancellor from a list of chairpersons agreed to by the University and the relevant union.
- 35.4 The relevant union shall extend full cooperation in establishing both panels.
- 35.5 Where practicable, the panel will meet within 5 working days of establishment.

**The Unsatisfactory Performance Review Panel and subsequent action by the Vice-Chancellor**

- 35.6 The terms of reference of the UPRP is to report on whether natural justice has been applied during the process leading to the Vice-Chancellor's decision to take disciplinary action.
- 35.7 The UPRP will:
- 35.7.1 Provide an opportunity for the employee to be interviewed and answer questions relating to the process;
  - 35.7.2 Interview any person it thinks fit to satisfy itself in relation to whether due process was followed;
  - 35.7.3 Conduct all interviews in the presence of the full Review Panel unless otherwise agreed to by all panel members;
  - 35.7.4 Conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - 35.7.5 Conduct proceedings in camera, unless otherwise agreed to by the full Review Panel, and as a Review Panel of inquiry;
  - 35.7.6 Take into account such further material as it believes appropriate to determine whether due process was followed;
  - 35.7.7 Make its report available to the Vice-Chancellor and the employee as soon as reasonably possible, normally within ten (10) working days of commencing proceedings; and
  - 35.7.8 If it so determines, keep a sound recording of the proceedings (but not its own deliberations) for the purposes of accurate record keeping.
- 35.8 If the UPRP concludes that the process set out in Clause 33 was properly followed, the Vice-Chancellor will advise the employee as soon as possible after receipt of the panel's report that any decision taken by the Vice-Chancellor stands.
- 35.9 If the UPRP concludes that process set out in Clause 33 was not properly followed, the Vice-Chancellor may reconsider his/her decision and take such steps to remedy the perceived unfairness as may seem reasonable.
- 35.10 Nothing in this clause shall prevent any member of the panel submitting a dissenting report.
- 35.11 The action of the Vice-Chancellor under this clause is final, except that in the case of termination of employment, nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

**Misconduct Investigation Panel and subsequent action by the Vice-Chancellor**

- 35.12 The terms of reference of the MIP are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- 35.13 The MIP will:
- 35.13.1 Provide an opportunity for the employee to be interviewed and answer questions in relation to the allegation;
  - 35.13.2 Interview any person it thinks fit to establish the merits or facts of the particular case;
  - 35.13.3 Conduct all interviews in the presence of the full panel unless otherwise agreed to by all panel members;
  - 35.13.4 Conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - 35.13.5 Conduct proceedings in camera, unless otherwise agreed to by the full panel;
  - 35.13.6 Take into account such further material as it believes appropriate to the case;

- 35.13.7 Ensure that panel members have the right to ask questions of interviewees They also have the right to present and challenge evidence;
- 35.13.8 Make its report available to the Vice-Chancellor and the employee as soon as reasonably possible, normally within 10 working days of commencing proceedings; and
- 35.13.9 If it so determines, keep a sound recording (optional) of the proceedings (but not its own deliberations) for the purposes of accurate record keeping.
- 35.14 On receipt of the report from the panel, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor may:
  - 35.14.1 Formally reprimand, censure, counsel or withhold an increment in the case of Misconduct; or
  - 35.14.2 Take Disciplinary Action; or
  - 35.14.3 Refer the matter back to the Senior Manager for further action; or
  - 35.14.4 Take no further action.
- 35.15 The Vice-Chancellor shall advise the employee in writing of the outcome and any decision including the operative date of the action.
- 35.16 If, having considered the panel’s findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Vice-Chancellor shall immediately advise the employee in writing.
- 35.17 Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, any lost income shall be reimbursed if there was no serious misconduct. However, a decision taken by the Vice-Chancellor in his or her discretion not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 35.18 All action by the Vice-Chancellor under this clause is final, except that in the case of termination of employment nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.
- 35.19 In the event that the Vice-Chancellor decides to terminate the employment of an employee, the period of notice provided for in Clause 41 shall apply or the Vice-Chancellor may make a payment in lieu of part or all of the required notice period.

**Clause 36. WORKPLACE BULLYING**

- 36.1 Bullying is a form of harassment. It constitutes a repeated, unreasonable behaviour directed towards an employee in the course of employment with the University. It is a repeated, less-favourable treatment of an employee by one or more employees, which may be considered as unreasonable and inappropriate workplace practice that creates a risk to health and safety.
- 36.2 Within this Definition:
  - 36.2.1 “Unreasonable behaviour” means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten.
  - 36.2.2 “Behaviour” includes actions of individuals or a group, and may involve using a system of work as a means of victimising, humiliating, undermining or threatening.
  - 36.2.3 “Risk to health and safety” includes risk to the mental or physical health of the employee.
- 36.3 Bullying Behaviour may include, but is not limited to:
  - 36.3.1 Intimidation.

- 36.3.2 Isolating a person from others.
  - 36.3.3 Withholding information someone needs for a job.
  - 36.3.4 Shouting/ teasing/sarcasm.
  - 36.3.5 Spreading gossip.
  - 36.3.6 Sabotaging someone's work.
  - 36.3.7 Taking credit for someone's work.
  - 36.3.8 Threats of violence or physical abuse.
  - 36.3.9 Assigning meaningless tasks unrelated to the job.
- 36.4 The University is firmly of the view that there is no place for bullying in the workplace. Workplace bullying includes behaviour aimed to demean, humiliate or intimidate employees either as individuals or as a group.
- 36.5 Processes adopted by the University shall be subject to the Act and other Federal and Territory legislation.

**Clause 37. EMPLOYEE DEVELOPMENT AND TRAINING**

- 37.1 Employee development and training activities shall be linked to the PDRS.
- 37.2 Staff members are able to access appropriate paid or unpaid professional development as determined through the PDRS process every two (2) years.
- 37.2.1 This may not apply to staff members who are known to be leaving the University within twelve months of the proposed professional development activity.
- 37.3 Employees in management positions may be required to undertake additional training in management-related areas from time to time.
- 37.4 Employees undertaking training paid for by the University shall be required to reimburse the University, on a pro rata basis, the cost of the training if the employee resigns within 12 months of completing the training.

**Clause 38. MANAGEMENT OF ILL HEALTH IN THE WORKPLACE**

**Medical examination**

- 38.1 The Vice-Chancellor may require an employee whose capacity to perform the duties of his/her position is in question to undergo a medical examination by a medical practitioner chosen by the relevant Senior Manager at the expense of the University.

**Written notice**

- 38.2 The Vice-Chancellor shall provide the employee with not less than one month's written notice that a medical examination is required.

**Application to superannuation fund**

- 38.3 Where the employee elects to apply to their superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 38.1 will lapse forthwith and no further action will, subject to clause 38.6, be taken by the Vice-Chancellor under this clause.

**Ill health poses a threat**

- 38.4 If, in the view of the Vice-Chancellor, the employee's ill-health poses an immediate threat to the well-being of other University employees, students or affiliates, the Vice-Chancellor may suspend the employee immediately and require a medical examination to be carried out at the earliest possible date. The suspension will be with pay for up to 10 working days, or until the medical examination is carried out, whichever comes first.
- 38.5 The Vice-Chancellor may extend the period of paid leave beyond 10 working days in circumstances where it can be shown that a suitable medical examination cannot be carried out in that period.

**Temporary disability benefit**

- 38.6 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of cl. 38.1.

**The medical report**

- 38.7 A copy of the medical report made by the medical practitioner pursuant to 38.1 shall be made available to the Vice-Chancellor and to the employee.

**Separation**

- 38.8 If the medical examination reveals that the employee is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to 38.10, terminate the employment of the employee in accordance with the notice required of Clause 41.
- 38.9 Prior to taking action to terminate the employment of the employee the Vice-Chancellor may offer the employee the opportunity to resign and, if such resignation is offered, will accept it forthwith and not proceed any further.

**Medical review panel**

- 38.10 If within 14 days of the medical report being made available, the employee or a person acting on behalf of the employee so requests, the Vice-Chancellor will not terminate the employment of the employee in accordance with 38.8 unless and until the findings of the report are confirmed by a Review Panel consisting of three medical practitioners, one of whom shall be appointed by the Vice-Chancellor, one by the employee or a person or union acting on his or her behalf, and one by the President of the Northern Territory branch of the Australian Medical Association. The Review Panel will not include the medical practitioner who made the initial report. Confirmation does not require a unanimous decision.
- 38.11 In making an assessment as to whether or not the employee is unable to perform his or her duties and is unlikely to be able to resume work within a reasonable period, the Review Panel will as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

**Legislation pre-eminent**

- 38.12 The provisions under this clause shall not displace or override any existing workers compensation schemes whether Territory or Federal, including WorkCare and WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.

- 38.13 Failure to undergo medical examination: The Vice-Chancellor may construe a failure by an employee to undergo a medical examination in accordance with these procedures within 3 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 his/her duties and is unlikely to be able to resume them within 12 months, and may act accordingly; provided that such a refusal by the employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

**Clause 39. RESIGNATION**

- 39.1 The following notice periods are required from an employee to the University. Notice must be in writing.

<b>Classification</b>	<b>Notice period</b>
Research and research active	Twenty (20) weeks
Teaching focused	Twenty (20) weeks
General staff HEW one to seven	Two (2) weeks
General staff HEW 8 to 10	Four (4) weeks
<b>Staff on probation</b>	
Academic staff – first 6 months	Two (2) weeks
Academic staff – 6 to 12 months	Four (4) weeks
Academic staff – remainder of PEP	Eight (8) weeks
General staff	Two (2) weeks
<b>Fixed-term contract</b>	
Academic - First 6 months	Two (2) weeks
Academic - Up to 12 months	Four (4) weeks
Academic - Remainder of FTC	Eight (8) weeks
General staff HEW one to seven	Two (2) weeks
General staff HEW 8 to 10	Four (4) weeks

- 39.2 The notice period may be reduced in exceptional circumstances by agreement between the relevant Senior Manager and the employee.

**Clause 40. ABANDONMENT OF EMPLOYMENT**

- 40.1 If an employee fails to attend work without contacting his/her Supervisor to explain the absence, the University will attempt to contact the employee. If the employee cannot be contacted and fails to report for work on the following two (2) working days the employee shall be deemed to have abandoned his or her employment.
- 40.2 Notwithstanding, the University will allow the employee up to two (2) weeks to provide a satisfactory explanation for the absence. If a satisfactory explanation is not provided in writing to the Director OHRS within the two weeks, the employee shall be deemed to have abandoned his or her employment.

**Clause 41. NOTICE OF TERMINATION**

- 41.1 The Vice-Chancellor may terminate an employee’s employment after being satisfied that the procedures under this Agreement have been followed.
- 41.2 The notice period shall be:

<b>Period of continuous service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

41.3 Where the employee is 45 years of age or older and has completed two (2) years continuous service with the University the notice period shall be extended by one week.

41.4 The Vice-Chancellor may make a payment in lieu of all or part of the period of notice.

**Clause 42. VOLUNTARY EARLY RETIREMENT**

42.1 The Vice-Chancellor may invite eligible staff to accept voluntary early retirement (VER) to employees on the following terms:

42.1.1 Employees must be employed on a continuing basis and to have reached the age of 55 years (an eligible employee).

42.1.2 Eligible employees will be invited to apply for VER by the Vice-Chancellor.

42.2 The Vice-Chancellor is under no obligation to accept an application for VER and will consider the operational requirements of the University before making any decision about an application under this clause.

42.3 The benefit payable to an employee whose application has been approved by the Vice-Chancellor is a maximum of two (2) weeks pay for each year of service, up to a maximum payment of 52 weeks.

42.4 This benefit is additional to any other accrued entitlements.

42.5 Notwithstanding clause Clause 38 (Management of Ill Health in the Workplace), the Vice-Chancellor may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with clause Clause 38 provided that:

42.5.1 Any such offer is with the agreement of the employee; and

42.5.2 Any lump sum benefit is calculated at a rate of two (2) weeks pay for each year of service, but with no obligation upon the Vice-Chancellor to pay beyond a maximum of 52 weeks.

## Part 5 Leave

### Clause 43. PUBLIC HOLIDAYS

- 43.1 Employees shall be entitled to paid leave while on gazetted public holidays observed in the State or Territory in which they work. Alternatively, a day in lieu at single time may be substituted by agreement between the individual and their Supervisor.

### Clause 44. PAID ANNUAL LEAVE

- 44.1 This clause applies to all University employees other than casual employees.
- 44.2 The University recommends that all employees take at least 20 days paid annual leave per annum.
- 44.3 For each year of service with the University, an employee is entitled to 6 weeks (30 working days) paid annual leave which is credited monthly.
- 44.4 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's hours of work (full-time or part-time), and accumulates from year to year. The full-time accrual rate is 2.5 days per month.
- 44.5 If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

#### Leave planning

- 44.6 Leave planning is a local activity between an employee and their Supervisor. All employees are required to submit an annual leave plan by 31 March covering the dates on which paid annual leave is to be taken. New employees will normally be expected to develop a leave plan within the first 6 months of employment. Eligible Teaching Focussed Academic Staff are required to include "non-attendance time" in their leave plan.
- 44.7 An employee on a fixed-term contract may have as a term of that contract, a clause that requires the employee to take all or part of their paid annual leave during the term of the contract. Leave not taken shall be paid out at the end of the contract.
- 44.8 All employees are required to take paid annual leave during the end-of-year-closedown as determined by the Vice-Chancellor. The Vice-Chancellor will provide three (3) months notice of the dates covered by the closedown. The normal closedown is usually no more than two (2) weeks.
- 44.9 The University may reasonably direct an employee to take accrued annual leave if the employee has an accrued annual leave balance in excess of 40 days unless prior agreement has been reached about the taking of the period of paid annual leave.
- 44.9.1 The direction can be made to reduce the accrued annual leave to not less than 30 days.
- 44.9.2 Any direction to take leave shall be subject to at least a two (2) month notice.
- 44.10 Employees will not be taken to be on paid annual leave at certain times:
- 44.10.1 Public holidays: If the period during which an employee takes paid annual leave includes a 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 annual leave on that public holiday.
- 44.10.2 Personal leave: If the period during which an employee takes paid annual leave includes a day that the employee is ill or injured, the employee is taken not to be on paid annual leave, subject to the production of a medical certificate covering the period of illness or injury. Under these circumstances paid annual leave is re-credited.



**Annual leave loading**

- 44.11 During December each year all eligible Employees are entitled to receive recreation leave loading at 17.5 per cent of their annual leave entitlement, up to a maximum payment set by the Commissioner for Public Employment of the NT.

**Payment for annual leave**

- 44.12 During a period of paid annual leave, the employee shall be paid at the ordinary rate of pay that the employee would have earned had the employee not been on leave.
- 44.13 If an employee's contract of employment is terminated and the employee has a period of untaken paid annual leave, the University must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

**Cashing out annual recreation leave**

- 44.14 Paid annual leave must not be cashed out, except in accordance with the following terms:
- 44.14.1 paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (20 working days); and
  - 44.14.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
  - 44.14.3 the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
  - 44.14.4 the employee must take an amount of paid annual leave equivalent to the paid annual leave cashed out.

**Purchasing additional paid annual leave**

- 44.15 Subject to an annual review, an employee employed on a continuing employment contract may purchase an additional 4 weeks (20 days) paid annual leave by taking a proportional reduction in pay.
- 44.16 An employee who has exhausted all entitlements to paid annual leave may apply for leave in advance with the approval of his/her Supervisor.
- 44.17 The University may cancel annual recreation leave without reasonable notice under exceptional circumstances. If this occurs, the University will reimburse the employee all actual reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

**Clause 45. LONG SERVICE LEAVE**

- 45.1 The terms and conditions for long service leave (LSL) are covered by the *Long Service Leave (Commonwealth Employees) Act 1976* unless otherwise provided under this clause. All full-time employees are entitled to 63 calendar days LSL after 7 years of continuous service. LSL accumulates at a rate of 9 calendar days per annum.
- 45.2 The LSL entitlement is comprised of two components:
- 45.2.1 The entitlement accrued during continuous employment at the University; and
  - 45.2.2 Prior service with a former employer recognised (upon application) by the University.
- 45.3 Prior service recognition is normally applied only to the qualifying period for accessing Long Service Leave. Prior service is recognised in the value of the entitlement only to the extent that the prior employer has transferred finances from that institution to the University to be credited to the entitlement.
- 45.4 Personal leave is not available to an employee on LSL.

- 45.5 The minimum amount of LSL to be taken at any one time is 14 calendar days. Once a period of LSL had commenced it cannot be broken by any other form of leave.
- 45.6 Where an employee wishes to combine paid annual leave and LSL, paid annual leave must be taken first.
- 45.7 The University may direct an employee to take Long Service Leave when his/her accrued entitlement reaches 90 days. Notwithstanding this, an employee will not be directed to take LSL within 24 months of his/her stated retirement date.
- 45.8 An employee with less than seven (7) years continuous service who ceases to be an employee by reason of his or her:
  - 45.8.1 Retrenchment; or
  - 45.8.2 Retirement; or
  - 45.8.3 Resignation or termination (other than for serious misconduct) and who has reached the minimum retiring age of 55 years shall be entitled to pro rata long service leave.

**Clause 46. PERSONAL LEAVE**

46.1 Personal Leave (sick leave and carer’s leave) shall be available to all employees other than casual employees.

46.2 For each year of service with the University, an employee is entitled to:

Year of service	Entitlement to paid leave
1st	15 days
2nd	15 days
3rd and subsequent	20 days

- 46.3 Part-time employees are entitled to a fraction of the full-time entitlement according to their hours of work.
- 46.4 Fixed term contract staff on contracts of 12 months or less shall receive five (5) days leave after two months and one day per month thereafter up to a maximum of 15 days.
- 46.5 In addition to 46.2, child care workers are entitled to unlimited paid personal leave subject to the production of a medical certificate stating that they are suffering from an infectious disease and on return to work they provide a medical certificate stating that they are no longer infectious.
- 46.6 From the beginning of the second year the full entitlement to paid personal leave will be available from the anniversary date according to the employee’s ordinary hours of work (full-time or part-time), and accumulates from year to year.
- 46.7 An employee may take paid personal leave if the leave is taken:
  - 46.7.1 because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - 46.7.2 to provide care and 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 a personal illness, or personal injury; or
    - b an unexpected emergency.
- 46.8 The maximum continuous period of leave on full pay immediately prior to retirement is 52 weeks.
- 46.9 An employee may not claim leave while on paid maternity leave.
- 46.10 If the period during which an employee takes paid personal 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 leave on that public holiday.

**Payment for paid personal leave**

- 46.11 If, subject to the conditions elsewhere in this clause, an employee takes a period of paid personal leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

**Claim for leave while on paid annual leave**

- 46.12 An employee who is ill or injured while on paid annual leave for one day or longer and who produces satisfactory medical evidence may apply for leave under this clause and have the paid annual leave re-credited to the extent of the leave granted under this clause.

**Workers Compensation**

- 46.13 There is no entitlement to paid leave under this clause for an employee who is absent from work because of personal injury or illness for which the employee is receiving compensation payable under a Commonwealth or Territory law, unless that law allows otherwise.

**Continuous Service**

- 46.14 Paid leave under this clause does not break an employee's continuity of service and counts as service for all purposes.
- 46.15 Leave without a medical certificate
- 46.16 Five (5) days, but no more than three (3) consecutive days, paid personal leave may be taken annually without a medical certificate.

**Evidence**

- 46.17 Where a medical certificate is required to claim paid personal leave, the employee must lodge the medical certificate with his/her Supervisor within five (5) working days of the employee returning to work.

**Entitlement to unpaid personal leave (Carer's leave)**

- 46.18 An employee is entitled to 2 days of unpaid personal leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- 46.18.1 a personal illness, or personal injury, affecting the member; or
- 46.18.2 an unexpected emergency affecting the member.

**Taking unpaid personal leave**

- 46.19 An employee may take unpaid personal leave for a particular permissible occasion if the leave is taken to provide care or support as referred to under 46.18.
- 46.20 An employee may take unpaid personal leave for a particular permissible occasion as:
- 46.20.1 a single continuous period of up to 2 days; or
- 46.20.2 any separate periods to which the employee and his or her employer agree.
- 46.21 An employee cannot take unpaid personal leave during a particular period if the employee could instead take paid personal leave.

**Entitlement to compassionate leave**

- 46.22 An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
- 46.22.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
- 46.22.2 sustains a personal injury that poses a serious threat to his or her life; or
- 46.22.3 dies.

**Taking compassionate leave**

- 46.23 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- 46.23.1 to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in 46.22; or
  - 46.23.2 after the death of the member of the employee’s immediate family or household.
- 46.24 An employee may take compassionate leave for a particular permissible occasion as:
- 46.24.1 a single continuous 3 day period; or
  - 46.24.2 3 separate periods of 1 day each; or
  - 46.24.3 any separate periods to which the employee and his or her employer agree.
- 46.25 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

**Payment for compassionate leave**

- 46.26 If an employee takes compassionate leave, the employee must be paid at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.

**Notice and evidence requirements**

- 46.27 An employee must give his or her employer notice of the taking of leave.
- 46.28 The notice must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.
- 46.29 An employee who has given his or her employer notice of the taking of leave under this section must, provide to the University evidence that would satisfy a reasonable person that:
- 46.29.1 if it is paid personal leave—the leave is taken for a reason specified in 46.7; or
  - 46.29.2 if it is unpaid personal leave—the leave is taken for a permissible occasion in circumstances specified in 46.18; or
  - 46.29.3 if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in 46.23.

**Clause 47. PARENTAL LEAVE**

- 47.1 Parental Leave includes Maternity, Partner, Adoption and Foster Parent Leave.
- 47.2 The University provides Parental Leave for employees in recognition that child birth and family responsibilities are central to a family friendly workplace.
- 47.3 Periods of Recreation Leave, Long Service Leave, or Leave Without Pay taken contiguous with Maternity Leave shall be regarded as Parental Leave.

**Common provisions**

- 47.4 An employee is not entitled to Parental Leave unless the employee has completed 12 months (unless otherwise stated) of continuous service with the University prior to the birth of the child.
- 47.5 Parental Leave is an individual entitlement and there is no restriction on the number of times an employee may take leave.
- 47.6 An employee on unpaid leave may take Annual Recreation Leave or Long Service Leave in lieu of unpaid leave.

- 47.7 Paid leave does not break continuity of service and counts for accrual of all entitlements.
- 47.8 Unpaid leave does not count for accrual of leave, incremental progression or superannuation.
- 47.9 Paid leave is not available to casual employees.
- 47.10 No outside employment may be undertaken during a period of parental leave.
- 47.11 The standard notice period to commence a period of leave, vary a period of leave or return to work following a period of leave is four (4) weeks.
- 47.12 An employee returning to work after a period of paid leave will return to their pre-parental leave position.
- 47.13 An employee, returning to work after a period of unpaid leave, will return to their pre-parental leave position or, if that position no longer exists, a suitable alternative position.
- 47.14 Return to work may be full-time or part-time, subject to operational requirements.
- 47.15 Personal Leave while on Parental Leave is not available to an employee or their partner unless otherwise specifically granted.
- 47.16 A casual employee is entitled to unpaid Parental Leave where:
- 47.16.1 he / she has been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- 47.16.2 he / she has a reasonable expectation of continuing employment on a regular and systematic basis.
- 47.17 Leave under this subclause shall not extend beyond 24 months.
- Maternity leave**
- 47.18 A female employee with 10 months continuous service at the expected date of birth of the child shall be entitled to 10 weeks paid leave or 12 weeks after 11 months.
- 47.19 When paid leave has been exhausted additional unpaid leave up to an aggregate of 26 weeks from the first day of maternity leave shall be granted. Unpaid leave may be taken from 20 weeks before the birth to 26 weeks after the birth of the child.
- 47.20 A female employee with 12 months or more continuous service at the expected date of birth of the child shall be entitled to 14 weeks paid leave.
- 47.21 When paid leave has been exhausted additional unpaid leave up to an aggregate of 52 weeks from the first day of maternity leave shall be granted. Unpaid leave may be taken from 20 weeks before the birth to 52 weeks after the birth of the child.
- 47.22 Paid leave may be taken on half pay for double the eligibility period.
- 47.23 An employee on a fixed-term contract is only entitled to receive paid Maternity Leave up to the end of their contract.
- 47.24 Fixed-term contracts shall not be extended solely for the purpose of extending a period of paid Maternity Leave.
- 47.25 Medical evidence certifying the expected date of birth should be provided ideally not less than 10 weeks before the birth date.
- 47.25.1 An employee providing medical evidence certifying the expected date of birth, shall be credited with an additional five (5) days Personal Leave, for medical check-ups or illness directly related to the pregnancy.
- 47.26 Leave should be commenced no later than six (6) weeks before the expected birth of the child. If not, medical evidence is required to ensure the well-being of the expectant mother.
- 47.27 A minimum of six (6) weeks must be taken following the birth of the child. If not, medical evidence must be provided stating that there are not medical obstacles to an early return to work.

- 47.28 An employee will be transferred to a safe job where medical evidence is provided that indicates continuing to work in the employee's current job creates a risk to the employee's wellbeing. No loss of remuneration will occur while working in the safe job. Where it is not possible to transfer the employee to a safe job the employee may be required to take leave for such a period as recommended by a registered medical practitioner.
- 47.29 On return to work regular paid breaks for breast-feeding are available and should be arranged with the Supervisor.
- 47.30 Where a pregnancy terminates after 28 weeks, other than by the birth of a living child, entitlements under this clause are halved. Under these circumstances, an employee is entitled to personal leave for a period deemed necessary by a health practitioner.
- 47.31 The manner in which the leave is to be taken should be discussed and agreed with the employee's Supervisor as part of the application process.
- 47.32 Other leave may be accessed prior to the expected birth of the child for medical check-ups or illness directly related to the pregnancy.
- 47.33 In the event that the pregnancy is terminated, the employee may elect to take sick leave in place of any unpaid leave. Moreover, additional unpaid leave shall be available for a period certified as necessary by a registered medical practitioner.

**Return to work leave**

- 47.34 An employee returning to full-time work following a period of maternity/parental leave shall be allowed two (2) days paid time off per week to assist in returning to work (return to work leave). For the purpose of this clause and in the absence of agreement to the contrary, the phrase "returning to work full-time" means the employee returning to their pre-parental leave position and location or, if that position no longer exists, a suitable alternative position.
- 47.35 Return to work leave may be averaged out by utilizing more leave early in the period and less leave later on. For example, a mother returning to work may take three (3) days leave in the initial return to work period and one day a week toward the end of the period. The only restriction is that the leave must average out at two (2) days over the leave period.
- 47.36 Timing of return to work leave should be discussed and agreed with the employee's Supervisor taking into account the operational requirements of the workplace.
- 47.37 Return to work leave is available up to the child's first birthday.

**Partner leave**

- 47.38 Five (5) days paid leave is available to an employee who is the father or the person who accepts the responsibility for the care and maintenance of an expected or newly born child.
- 47.39 Leave may be taken at half pay over 10 days.
- 47.40 An employee with 12 months or more continuous service shall be entitled to an aggregate of 52 weeks leave up to the child's first birthday. An employee (other than a casual employee) with less than 12 months but more than 10 months continuous service shall be entitled to 26 weeks leave up to the child's first birthday.
- 47.41 A leave application must be accompanied by medical evidence of the birth of the child.

**Adoption leave**

- 47.42 Adoption leave is available to an employee with 12 months continuous service at the date of taking custody of a child under school age, who is not the birth child of the employee or the employee's spouse or partner and who has not lived continuously with the employee for six (6) months or longer as at the day of placement.
- 47.43 The adoption leave entitlement is three (3) weeks paid leave with up to an additional 49 weeks unpaid leave.
- 47.44 An additional two (2) days unpaid leave shall be available for attending compulsory interviews in connection with the adoption.
- 47.45 All relevant papers shall be provided on application.
- 47.46 The employee at the time of applying for leave must provide a statement, as part of the application, from the adoption agency/government authority.

**Foster parent leave**

- 47.47 An employee with 12 months continuous service preceding the date of taking custody of the child is entitled to 3 weeks paid foster parent leave.
- 47.48 An additional 2 days unpaid leave shall be available for attending compulsory interviews in connection with the fostering of the child.
- 47.49 The employee at the time of applying for leave must provide a statement, as part of the application, from the foster agency/government authority.

**Child Rearing Leave**

- 47.50 A staff member with twelve (12) months continuous paid service shall be entitled to fifty two (52) weeks leave without pay to care for a child up to the child's sixth birthday.
- 47.51 Leave under this clause may not be approved with less than three (3) months advanced notice.

**Clause 48. COMMUNITY SERVICE LEAVE**

- 48.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment<sup>1</sup> for a period if the period consists of one or more of the following:
  - 48.1.1 time when the employee engages in the activity;
  - 48.1.2 reasonable travelling time associated with the activity;
  - 48.1.3 reasonable rest time immediately following the activity; and
  - 48.1.4 unless the activity is jury service—the employee's absence is reasonable in all the circumstances.
- 48.2 Each of the following is an eligible paid community service activity:
  - 48.2.1 a voluntary emergency management activity; or
  - 48.2.2 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - 48.2.3 a witness in a civil, criminal or industrial matter; or
  - 48.2.4 a significant cultural or ceremonial event; or
  - 48.2.5 a national or international sporting event where the employee is a participant or appointed as a recognised national or international official; or
  - 48.2.6 defence force training for 10 days being either an annual training camp, or one school or course of instruction; or

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<sup>1</sup> Leave may be paid or unpaid

- 48.3 an employee who wants an absence from his or her employment to be covered by this Clause must give his or her Supervisor notice of the absence.
- 48.3.1 Notice must be given to the Supervisor as soon as practicable (which may be a time after the absence has started) and must advise the Supervisor of the period, or expected period, of the absence.
- 48.4 An employee who has given his or her Supervisor notice of an absence must, if required by the University, provide evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- 48.5 If an employee is absent because of leave under this Clause:
- 48.5.1 the University is only required to pay the employee for the first 10 days of absence; and
- 48.5.2 the evidence provided in response to a requirement under subsection 48.4 need only relate to the first 10 days of absence.
- 48.6 This Agreement is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to engaging in eligible community service activities, to the extent that those entitlements are more beneficial to employees than the entitlements under this Clause.

**Clause 49. DOMESTIC, FAMILY AND SEXUAL VIOLENCE**

- 49.1 Employees subject to domestic, family or sexual violence as defined in the Northern Territory Domestic and Family Violence Act may seek time off for remedying activities, including but not limited to:
- 49.1.1 Seeking safe accommodation
- 49.1.2 Attending medical appointments
- 49.1.3 Attending counselling appointments
- 49.1.4 Attending court hearings
- 49.1.5 Accessing legal advice
- 49.1.6 Organising alternative care or education arrangements for children
- 49.2 An employee shall have access to 10 days per annum paid leave in addition to other forms of leave under this Agreement for the purposes of remedying activities associated with Domestic, Family and Sexual Violence.
- 49.2.1 The employee will be asked to produce reasonable evidence that the leave was used for the purpose of the remedying activities.
- 49.2.2 This leave does not accrue from year to year and at the end of each year the 10 days shall be extinguished.
- 49.3 Leave additional to these 10 days for the purposes of remedying activities may come from Personal Leave in the first instance, and then from Paid Annual Leave thereafter. In instances where the employee has exhausted Personal Leave and has less than 20 days accrued entitlement for Paid Annual Leave, application may be made to the Vice-Chancellor for a reasonable period of leave to undertake the remedying activities. The Vice-Chancellor may allow the employee to access other leave entitlements as part of his or her determination on the application.

**Clause 50. ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL LEAVE**

- 50.1 Indigenous employees are entitled to paid leave up to a maximum of five (5) working days, and unpaid leave up to an additional 10 working days, per calendar year for the purpose of fulfilling ceremonial obligations.



Clause 51. **OTHER PAID LEAVE**

51.1 The Vice-Chancellor (or delegate) may approve other paid leave under special circumstances.

**Part 6 Miscellaneous**

Clause 52. **POSITION CLASSIFICATION DESCRIPTORS**

52.1 General staff employee positions are classified in accordance with the General Staff Position Classification Standards under Schedule D.

52.2 Academic employee including teaching focused and research staff positions are classified in accordance with the Academic staff Position Classification Standards under Schedule C.

Clause 53. **INTELLECTUAL FREEDOM**

53.1 Consistent with the University's Code of Conduct, the University recognises the right to freedom of opinion and expression. In the University context, this includes the rights of employees to:

- 53.1.1 Participate in the decision-making processes of the University, including the right to express opinions about the operations of the University in internal University forums, to build a sound understanding of the issues and exchange ideas;
- 53.1.2 Pursue critical and open inquiry, publish research and scholarly works and, consistent with the University's academic processes, freely discuss, teach, assess and develop curricula in their area of expertise;
- 53.1.3 Participate in public debates and express opinions about issues and ideas relevant to their particular acknowledged knowledge base;
- 53.1.4 Participate in public debates and express opinions about issues and ideas related to tertiary education policy, and the role of tertiary education in society, more generally;
- 53.1.5 Participate in professional and representative bodies, including unions, and engage in community service; and
- 53.1.6 Express the above views, consistent with the University's Code of Conduct, without fear of harassment, intimidation or unfair treatment.

53.2 From time to time, University employees may engage in contract research and other activities that, as part of funding conditions, place restrictions on publication of various aspects of the work, including results. Nothing in this clause will be read or applied so as to purport to exclude, restrict or modify relevant contractual obligations, including confidentiality obligations, or relevant legislation, including privacy legislation. In circumstances that are perceived to be contrary to the health and safety of others or contrary to accepted ethical or moral standards, the employee is to refer the matter to the Chief Operating Officer for advice.

Clause 54. **INTELLECTUAL PROPERTY**

54.1 The protection of intellectual property applies to all staff employed by the University. Charles Darwin University strives to foster an environment, culture and systems where commercialisation, technology transfer and entrepreneurial endeavour are core elements. The University is committed to ensuring its Intellectual Property is properly protected, managed and, where possible, commercialised. The University is also committed to ensuring that the full value of any intellectual property is realised for the benefit of the University, in accordance with its Mission, goals and objectives, as well as prevailing community and legislated standards of best practice.

- 54.2 The University recognises that employees who are the originators of intellectual property have the right to participate in the decisions regarding the use and commercial exploitation of the intellectual property they create and are entitled to an agreed share of any profits from such commercial exploitation.
- 54.3 The Deputy Vice-Chancellor, Research and International is responsible for publishing explicit policy and requirements relating to Intellectual Property and the rights and responsibilities of University employees.

**Clause 55. INDIGENOUS EMPLOYMENT**

- 55.1 The University supports Indigenous participation in the workplace, including through a formal Indigenous Employment Attraction and Retention Strategy (IEARS).
- 55.2 The IEARS is underpinned by the following principles:
- 55.2.1 Respect for the cultural/social and religious practices by Indigenous Australians
  - 55.2.2 Recognition of Indigenous knowledge as a significant contributor to other bodies of knowledge
  - 55.2.3 Recognition of scholarship that Indigenous employees bring to the University
  - 55.2.4 Recognition of intellectual property of Indigenous communities; and
  - 55.2.5 The importance of Indigenous ceremonial activities, cultural practices and identity.
- 55.3 The University will ensure that the following measures are undertaken in support of the Strategy:
- 55.3.1 Development of appropriate actions for promoting Indigenous employment, including making use of one of the Early Career Development Fellowships described in 25.17 specifically for Indigenous staff members; and
  - 55.3.2 Reporting annually to the Indigenous Tertiary Education Advisory Committee on progress towards achieving objectives of the IEARS, including data on the number, positions, promotion rates, reclassification and professional development of Indigenous employees, as well as recommendations from the above working group.
  - 55.3.3 Establishment of an advisory group, including University and union representation.
- 55.4 The University shall maintain a Senior Management position, where practical filled by an Indigenous person, with responsibilities including but not be limited to:
- 55.4.1 Oversight, coordination and development of the IEARS; and
  - 55.4.2 Oversight of the development and implementation of cross cultural training.
- 55.5 The University will set a target for Indigenous employment.
- 55.6 The proportion of Indigenous staff at the University shall equal or exceed the proportion of Indigenous Higher Education students.
- 55.7 The proportion of Indigenous staff should not reduce.
- 55.8 The University will increase Indigenous employment to at least 80 FTE over the life of this Agreement.
- 55.9 A language allowance shall be paid to employees who are required in their Position Description to use an Indigenous language as part of their day to day duties. The allowance will be paid on two levels, with the applicable level agreed to by the University:
- 55.9.1 Level one \$1,385 pa will be paid to employees with minimal language skills, notwithstanding are capable of simple communication.
  - 55.9.2 Level two \$2,774 pa will be paid to employees who are capable of conversation, reading and writing.

**Clause 56. ENVIRONMENTAL SUSTAINABILITY**

- 56.1 The University is committed to improving the environmental sustainability of the organisation, including through the development of a program of proactive activities.
- 56.2 The unions' party to this Agreement may nominate a staff representative with relevant expertise to become a member of the University committee overseeing the development of the environmental sustainability program.
- 56.3 No staff member will be disadvantaged in the employment as a result of raising issues of environmental responsibility in the workplace.

**Clause 57. FACILITIES AND RESOURCES**

- 57.1 For the purpose of carrying out Union business in relation to the matters included in this Agreement, the University will provide the NTEU with a secure office space and access to a University campus notice board for posting authorised notices. The University will also provide the NTEU with access to the University's internal telephone system and wireless Internet for legitimate Union business.
- 57.2 The University may charge the Unions a fee to cover costs associated with provision of the resources.
- 57.3 The Unions party to this agreement may hold meetings of members and employees at their place of employment at a time that will not unduly interfere with University business and the staff member's duties. This may include the use of video and teleconferencing facilities on a fee for service basis.
- 57.4 Leave of absence on full pay for up to six (6) working days in any one calendar year may be granted to no more than 3 accredited NTEU and AEU representatives and one accredited employee for each of the other unions party to the Agreement for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.
- 57.5 In order to facilitate the effective operation of this Agreement, and compliance with its provisions, funding shall be provided to cover the release of the President or nominee up to one-and-one-half (1 ½) days per week to undertake NTEU work relating to the University.
- 57.6 In order to access 57.5, the Unions must provide a program of professional development for the President or nominee, agreed to by the University to occur during part of the time release.
- 57.7 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 Unions rules, where this has been authorised by an employee. The employee or the Union is entitled to cancel this arrangement by advice in writing to the Office of Human Resource Services.
- 57.8 There is no charge to the employee or Unions for the payroll deduction in 57.7.

**Clause 58. NO FURTHER CLAIMS**

- 58.1 No further claims shall be made prior to the nominal expiry date of this Agreement.

## Schedule A General Staff Specific Provisions

### Clause 59. RATES OF PAY

59.1 Full time salaries are given in the table below. All pay increases will be paid from the first full pay period commencing on or after the specified date.

	Salary at	3.00%	\$600	3.00%	\$600	3.00%	\$600
	30-Jun-13	01/06/14	1-Oct-14	01/06/15	1-Oct-15	01/06/16	1-Oct-16
HEW Level							
1.3	\$41,163	\$42,398	\$42,998	\$44,288	\$44,888	\$46,234	\$46,834
2.3	\$43,626	\$44,935	\$45,535	\$46,901	\$47,501	\$48,926	\$49,526
3.5	\$50,622	\$52,141	\$52,741	\$54,323	\$54,923	\$56,571	\$57,171
4.1	\$51,069	\$52,601	\$53,201	\$54,797	\$55,397	\$57,059	\$57,659
4.2	\$52,176	\$53,741	\$54,341	\$55,972	\$56,572	\$58,269	\$58,869
4.3	\$53,286	\$54,885	\$55,485	\$57,149	\$57,749	\$59,482	\$60,082
4.4	\$54,398	\$56,030	\$56,630	\$58,329	\$58,929	\$60,697	\$61,297
5.1	\$55,506	\$57,171	\$57,771	\$59,504	\$60,104	\$61,907	\$62,507
5.2	\$57,726	\$59,458	\$60,058	\$61,860	\$62,460	\$64,333	\$64,933
5.3	\$59,948	\$61,746	\$62,346	\$64,217	\$64,817	\$66,761	\$67,361
5.4	\$62,165	\$64,030	\$64,630	\$66,569	\$67,169	\$69,184	\$69,784
5.5	\$64,388	\$66,320	\$66,920	\$68,927	\$69,527	\$71,613	\$72,213
6.1	\$65,722	\$67,694	\$68,294	\$70,342	\$70,942	\$73,071	\$73,671
6.2	\$66,829	\$68,834	\$69,434	\$71,517	\$72,117	\$74,280	\$74,880
6.3	\$67,940	\$69,978	\$70,578	\$72,696	\$73,296	\$75,494	\$76,094
6.4	\$69,053	\$71,125	\$71,725	\$73,876	\$74,476	\$76,711	\$77,311
6.5	\$70,158	\$72,263	\$72,863	\$75,049	\$75,649	\$77,918	\$78,518
7.1	\$71,050	\$73,182	\$73,782	\$75,995	\$76,595	\$78,893	\$79,493
7.2	\$72,823	\$75,008	\$75,608	\$77,876	\$78,476	\$80,830	\$81,430
7.3	\$74,600	\$76,838	\$77,438	\$79,761	\$80,361	\$82,772	\$83,372
7.4	\$76,377	\$78,668	\$79,268	\$81,646	\$82,246	\$84,714	\$85,314
7.5	\$78,156	\$80,501	\$81,101	\$83,534	\$84,134	\$86,658	\$87,258
8.1	\$79,932	\$82,330	\$82,930	\$85,418	\$86,018	\$88,598	\$89,198
8.2	\$82,591	\$85,069	\$85,669	\$88,239	\$88,839	\$91,504	\$92,104
8.3	\$85,259	\$87,817	\$88,417	\$91,069	\$91,669	\$94,419	\$95,019
8.4	\$87,925	\$90,563	\$91,163	\$93,898	\$94,498	\$97,333	\$97,933
8.5	\$90,587	\$93,305	\$93,905	\$96,722	\$97,322	\$100,241	\$100,841
9.1	\$93,251	\$96,049	\$96,649	\$99,548	\$100,148	\$103,152	\$103,752
9.2	\$94,581	\$97,418	\$98,018	\$100,959	\$101,559	\$104,606	\$105,206
9.3	\$95,916	\$98,793	\$99,393	\$102,375	\$102,975	\$106,065	\$106,665
9.4	\$97,243	\$100,160	\$100,760	\$103,783	\$104,383	\$107,515	\$108,115
9.5	\$98,581	\$101,538	\$102,138	\$105,203	\$105,803	\$108,977	\$109,577

	Salary at	3.00%	\$600	3.00%	\$600	3.00%	\$600
	30-Jun-13	FPPC 01/06/14	1-Oct-14	FPPC 01/06/15	1-Oct-15	FPPC 01/06/16	1-Oct-16
10.1	\$99,910	\$102,907	\$103,507	\$106,613	\$107,213	\$110,429	\$111,029
10.2	\$102,701	\$105,782	\$106,382	\$109,573	\$110,173	\$113,479	\$114,079
10.3	\$105,491	\$108,656	\$109,256	\$112,533	\$113,133	\$116,527	\$117,127
10.4	\$108,280	\$111,528	\$112,128	\$115,492	\$116,092	\$119,575	\$120,175
10.5	\$111,070	\$114,402	\$115,002	\$118,452	\$119,052	\$122,624	\$123,224

- 59.2 Part-time employees are paid on a pro-rata basis determined by the fraction of full-time work undertaken.
- 59.3 The movement between increment levels shall be determined by the employee successfully obtaining a demonstrable addition to skills or work value during the relevant calendar period as demonstrated by a satisfactory assessment following the PDRS review.

#### Clause 60. **SHIFT WORK**

- 60.1 Employees who are required to work a rostered shift are paid an allowance in accordance with the following table, provided that where more than one allowance may be applicable, an employee shall be paid the highest of the applicable rates:

Shift worked	Allowance
Day shift Starting at or after 6.00 am and before 10.00 am Monday to Friday	115% of the normal rate of pay for all time worked before 8.00a.m.
Afternoon shift Starting at or after 10.00 am and before 8.00 pm Monday to Friday	115% of the normal rate of pay for all time worked
Night shift Any shift starting after 8.00 pm and before 6.00 am Monday to Friday For a period exceeding four weeks	115% of the normal rate of pay for all time worked 130% of the normal rate of pay for all time worked
Saturday shift Between midnight Friday and midnight Saturday	150% of the normal rate of pay for all time worked
Work done outside of the employee's ordinary shift hours	200% of the normal rate of pay for all time worked outside of the employee's ordinary shift hours except where the work is due to late relief in which case 150% of the normal rate is paid for the first 8 hours and 200% thereafter.

- 60.2 A maintenance, security, child care or cleaning employee who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights is paid 150% of the normal rate of pay for all time worked.
- 60.3 The maximum rate of payment under this Agreement is computed on the maximum salary of the Higher Education Worker Level 7.
- 60.4 The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based on salary.

**Clause 61. GENERAL STAFF MOBILITY AND ADVANCEMENT**

- 61.1 The University will, within six (6) months of the Agreement becoming operational, establish a register for current general staff to express their interest in employment and secondment opportunities. The level of activity under this clause will be discussed at JUUCG from time to time.
- 61.2 The University will, at its discretion and where there is a reasonable expectation of having a successful and appointable applicant, advertise general staff positions internally, with priority given to HEW 5 and 6 roles.

**Clause 62. POSITION CLASSIFICATION**

- 62.1 The Higher Education Worker (HEW) 10 level classification structure is the basis for defining work value and establishing, evaluating and reviewing classifications of general staff positions at the University.
- 62.2 The Position Classification Standards (PCS) are the basis for all general staff classifications. A current position description detailing roles and responsibilities is to be maintained for all general staff positions by the relevant cost centre and a copy provided to the Director OHRS.

**Clause 63. GENERAL STAFF WORKLOADS AND LEVEL OF WORK**

- 63.1 Employee workloads should be fair and reasonable and provide adequate time for all aspects of the job. Supervisors will not require employees to work excessive hours.
- 63.2 Where an employee is required to perform work outside the normal spread of hours or for extended hours, overtime or time off in lieu shall be paid.
- 63.3 Application for evaluation: Where an employee / supervisor believe that a substantial part of a job / position should be reclassified, they may request an evaluation.
- 63.4 Criteria for having a position evaluated include:
- 63.4.1 establishment of a new position;
  - 63.4.2 significant evolutionary change of an existing position resulting in a significant ongoing net addition in work value;
  - 63.4.3 normal planning and review through the PDRS process; or
  - 63.4.4 a significant restructure of the cost centre and its work environment with a major redistribution of duties.
- 63.5 A written application for evaluation addressing the relevant selection criteria may be submitted by either the Supervisor or the employee (with comments from their Supervisor) through the Senior Manager to the Director OHRS who will arrange an evaluation.
- 63.6 The evaluation will be undertaken by experts using the position descriptors established under this Agreement. The ensuing recommendation shall be forwarded through the Director OHRS to Chief Operating Officer for approval.
- 63.7 If the decision is to reclassify the position to a higher level, the incumbent shall be directly appointed to that position if he / she can demonstrate that they are performing their duties to a satisfactory standard and they meet all the key selection competencies of the reclassified position. A direct appointment to a higher level shall be confined to promotion one HEW level.
- 63.7.1 Where the incumbent fails to meet the key selection competencies but suitable training is identified and undertaken, he/she may be directly appointed.
- 63.8 If the incumbent fails to meet the required standards of the reclassified position, he/she may access the appropriate redundancy and redeployment provisions of the Agreement.

- 63.9 Where a position has been reclassified downwards, the incumbent will not be forced to take the job. Instead, may elect to access the redundancy and redeployment provisions of the Agreement. Where the incumbent does choose to move into the reclassified job, their salary will be maintained at its current level for twelve (12) months following the move into the position.
- 63.10 The University will, unless otherwise notified, finalise any process under this clause within eight (8) weeks.
- 63.11 Where an employee feels the demands of his/her job exceeds reasonable expectations he / she may appeal to the relevant senior manager, subject to the matter being raised initially with their supervisor.
- 63.12 The University, over the course of this agreement will audit 10% of position profiles with a view to assessing work value as applied through the Position Classification Standards under Schedule D.

**Clause 64. WORK CLOTHING**

- 64.1 Uniforms and protective clothing will be issued to general staff in accordance with the University guidelines on uniforms and protective clothing.
- 64.2 The initial issue shall be as follows, unless other specified in the University guidelines:

Work groups	Entitlement
Work Teams	5 shirts, 5 trousers/shorts, protective safety boots/shoes
Grounds	5 shirts, 5 trousers/shorts, protective safety boots/shoes, and sunscreen and hats
Custodial	5 shirts, 5 trousers/shorts, and protective safety boots/shoes
Cleaning	5 shirts, 5 skirts/culottes/trousers/shorts, protective safety boots/shoes, and sunscreen and hats
Stores	5 shirts, 5 trousers/shorts' and protective safety boots/shoes
Administrative and Counter	As determined by the local area Supervisor
Laboratory	Laboratory coats as appropriate for the job and protective safety boots/shoes.

- 64.3 In addition to the above listed items, raincoats shall be provided to those whose work requires them to be outside during the wet season.
- 64.4 Aside from safety boots/shoes, all items will be supplied on commencement of employment and replaced annually except in the case of ripped or damaged clothing which will be replaced sooner. Safety boots/shoes will be replaced after 18 months or earlier if damaged or worn out.
- 64.5 All items of clothing and equipment supplied in accordance with this clause remain the property of the University and are required to be returned to the University by the employee upon cessation of employment.
- 64.6 In the event that the University is unable to fit employee with appropriate clothing, the employee may be reimbursed, up to a maximum amount agreed between the Supervisor and the employee toward the cost of purchased/tailored clothing.

**Clause 65. REDUNDANCY PROVISIONS**

- 65.1 Where an employee's position has been declared redundant the following written notice periods shall be given the employee: four (4) weeks written notice or five (5) weeks if the employee is 45 years or older and has 5 years continuous service.
- 65.2 Within the written notice period the employee must choose to either separate from the University or seek to be redeployed.

**Severance pay**

- 65.3 An employee who separates from the University shall be paid a sum equal to two (2) weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, and all accrued annual recreation leave, long service leave and leave loading.
- 65.4 The minimum sum payable as severance pay on termination shall be four (4) weeks salary and the maximum shall be 48 weeks salary.
- 65.5 The rate of pay is based on either the average weekly wage over the previous 12 months of employment with the University or the current wage rate or annual salary, whichever is higher.

**Removal expenses**

- 65.6 An employee is entitled to removal/relocation expenses in accordance with University guides and processes. This allowance must be utilised within 90 days notification.

**Genuine redundancy**

- 65.7 In order for a redundancy to be genuine the ATO requires that at the time of separation, there was no arrangement (as defined) between the employee and the employer, or between the employer and another person, to employ the employee after the separation.

**Re-employment**

- 65.8 An employee whose employment is terminated under this clause shall not be eligible for re-employment, other than as a casual employee, by the University for a period of twelve months from the date of separation.
- 65.9 Notwithstanding, under exceptional circumstances the Vice-Chancellor may re-employ an employee before the expiration of the 12 months.

**Redeployment**

- 65.10 Redeployees will be offered counselling by OHRS about their rights and responsibilities (in the presence of their representative/s if so requested) and the opportunities relating to retraining and other career opportunities.
- 65.11 Redeployees will be considered for job vacancies elsewhere in the University with respect to:
- 65.11.1 skills/qualifications, background and experience;
  - 65.11.2 designation/classification level;
  - 65.11.3 salary level (allowances, or loadings and other like payments would continue to apply only if applicable);
  - 65.11.4 expressed desires in respect of alternative employment;
  - 65.11.5 re-training requirements; and
  - 65.11.6 preferred work location.
- 65.12 The maximum redeployment period is six (6) months from the date of written notification.
- 65.13 Redeployees will be provided with suitable employment for the duration of the redeployment period and may involve being placed in one or more positions.
- 65.14 "Suitable employment" does not include a placement in a lower classification unless agreed.
- 65.15 If a fixed-term placement is arranged alternative financial arrangements will normally be negotiated for that period with the cost-centre in which the placement is made.
- 65.16 If a redeployee unreasonably rejects an offer of suitable employment the Vice-Chancellor may terminate the employee's employment with notice in accordance with the Act.
- 65.17 Where a redeployee is unable to be placed in suitable employment or retrained, the redeployee may be retrenched in accordance with this Agreement.



- 65.18 The University maintains the right to deploy staff to undertake duties within any organisational unit. Such deployment would normally:
- 65.18.1 only occur after discussion with the employee or work group concerned;
  - 65.18.2 be at the employee's substantive classification level; and
  - 65.18.3 where it was determined that the employee had the necessary knowledge, skills and relevant experience to satisfy the selection criteria for the position to which they are assigned, or as a staff development initiative.

## Schedule B Academic Staff Specific Provisions

### Clause 66. RATES OF PAY

66.1 Full time salaries are given in the table below. All pay increases will be paid from the first full pay period commencing on or after the specified date.

Academic Scale		Salary at 30-Jun-13	3 per-cent 01/06/14	\$600 1-Oct-14	3 per-cent 01/06/15	\$600 1-Oct-15	3 per-cent 1-Jun-16	\$600 1-Oct-16
Associate	St 1	\$51,145	\$52,679	\$53,279	\$54,878	\$55,478	\$57,142	\$57,742
	St 2	\$52,814	\$54,398	\$54,998	\$56,648	\$57,248	\$58,966	\$59,566
	St 3	\$56,016	\$57,696	\$58,296	\$60,045	\$60,645	\$62,465	\$63,065
Level A	St 1	\$56,016	\$57,696	\$58,296	\$60,045	\$60,645	\$62,465	\$63,065
	St 2	\$59,215	\$60,991	\$61,591	\$63,439	\$64,039	\$65,960	\$66,560
	St 3	\$62,416	\$64,288	\$64,888	\$66,835	\$67,435	\$69,458	\$70,058
	St 4	\$65,918	\$67,896	\$68,496	\$70,550	\$71,150	\$73,285	\$73,885
	St 5	\$68,219	\$70,266	\$70,866	\$72,992	\$73,592	\$75,799	\$76,399
	St 6	\$70,919	\$73,047	\$73,647	\$75,856	\$76,456	\$78,750	\$79,350
	St 7	\$74,119	\$76,343	\$76,943	\$79,251	\$79,851	\$82,246	\$82,846
	*St 8	\$76,822	\$79,127	\$79,727	\$82,118	\$82,718	\$85,200	\$85,800
	St 9	\$80,323	\$82,733	\$83,333	\$85,833	\$86,433	\$89,026	\$89,626
	St 10	\$84,886	\$87,433	\$88,033	\$90,674	\$91,274	\$94,012	\$94,612
Level B	St 1	\$86,020	\$88,601	\$89,201	\$91,877	\$92,477	\$95,251	\$95,851
	St 2	\$89,506	\$92,191	\$92,791	\$95,575	\$96,175	\$99,060	\$99,660
	St 3	\$92,750	\$95,533	\$96,133	\$99,016	\$99,616	\$102,605	\$103,205
	St 4	\$95,026	\$97,877	\$98,477	\$101,431	\$102,031	\$105,092	\$105,692
	St 5	\$98,028	\$100,969	\$101,569	\$104,616	\$105,216	\$108,372	\$108,972
	St 6	\$102,015	\$105,075	\$105,675	\$108,846	\$109,446	\$112,729	\$113,329
Level C	St 1	\$104,028	\$107,149	\$107,749	\$110,981	\$111,581	\$114,929	\$115,529
	St 2	\$107,029	\$110,240	\$110,840	\$114,165	\$114,765	\$118,208	\$118,808
	St 3	\$110,821	\$114,146	\$114,746	\$118,188	\$118,788	\$122,352	\$122,952
	St 4	\$113,033	\$116,424	\$117,024	\$120,535	\$121,135	\$124,769	\$125,369
	St 5	\$118,033	\$121,574	\$122,174	\$125,839	\$126,439	\$130,232	\$130,832
	St 6	\$122,031	\$125,692	\$126,292	\$130,081	\$130,681	\$134,601	\$135,201
Level D	St 1	\$126,033	\$129,814	\$130,414	\$134,326	\$134,926	\$138,974	\$139,574
	St 2	\$130,034	\$133,935	\$134,535	\$138,571	\$139,171	\$143,346	\$143,946
	St 3	\$134,034	\$138,055	\$138,655	\$142,815	\$143,415	\$147,717	\$148,317
	St 4	\$138,034	\$142,175	\$142,775	\$147,058	\$147,658	\$152,088	\$152,688
Level E		\$152,042	\$156,603	\$157,203	\$161,919	\$162,519	\$167,395	\$167,995

\*A8 PhD rate

66.2 Part-time employees are paid on a pro-rata basis determined by the fraction of full-time work undertaken.

66.3 The movement between increment levels shall be determined by the employee successfully obtaining a demonstrable addition to skills or work value during the relevant calendar period as demonstrated by a satisfactory assessment following the PDRS review.

66.4 There will be occasions when market forces must be taken into account when employing Academic staff and salary levels negotiated. The actual salary level may be higher than that prescribed in the Agreement.

**Casual Employment in Higher Education**

66.5 The calculation of casual rates for academic staff undertaking activities in research or Higher Education is based on three (3) base rates:

- 66.5.1 Lecturing rate and higher level marking rate, for marking requiring independent evaluation is based on Level B2.
- 66.5.2 Other duties involving full subject coordination or possession of a relevant doctoral qualification (Tutoring PhD, Music Accompanying PhD and Undergraduate Clinical Nurse Education PhD Rate) based on Level A8.
- 66.5.3 All other duties (Tutoring, Music Accompanying and Undergraduate Clinical Nurse Education Rate and Marking) based on Level A2.
- 66.5.4 The formula used by the university is the fortnightly salary hourly rate plus 25% casual loading

	Salary at	3 per-cent	\$600	3 per-cent	\$600	3 per-cent	\$600
<b>Academic Scale</b>	30-Jun-13	01/06/14	1-Oct-14	01/06/15	1-Oct-15	1-Jun-16	1-Oct-16
A_St 2	\$38.61	\$39.77	\$40.16	\$41.36	\$41.75	\$43.01	\$43.40
A_St 8	\$50.09	\$51.59	\$51.98	\$53.54	\$53.93	\$55.55	\$55.94
B_St 2	\$58.36	\$60.11	\$60.50	\$62.32	\$62.71	\$64.59	\$64.98

**Lecturing**

66.6 A casual employee required to deliver 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, marking performed in the lecture and student consultation shall be paid at the Lecturing rate, according to the following table.

Basic lecture	1 hour of delivery and 2 hours associated working time
Developed lecture	1 hour delivery and 3 hours associated working time
Specialised lecture	1 hour delivery and 4 hours associated working time
Repeat lecture	1 hour of delivery and 1 hour associated working time

66.7 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days, any marking performed in the lecture and student consultation.

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

**Tutoring**

66.9 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, marking performed in the tutorial and student consultation, shall be paid at the Tutoring Rate or the Tutoring PhD Rate according to the following table.

Tutorial	1 hour of delivery and 2 hours associated working time
Repeat tutorial	1 hour of delivery and 1 hour associated working time
Tutorial PhD	1 hour of delivery and 2 hours associated working time
Repeat tutorial PhD	1 hour of delivery and 1 hour associated working time

66.10 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days, any marking performed in the tutorial and student consultation.

66.11 For the purposes of this clause, the term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

#### **Musical Accompanying with Special Educational Service**

66.12 For musical accompanying, the casual employee shall be paid for each hour of accompanying, as well as for one (1) hour of preparation time for each hour of accompanying delivered at the Musical Accompanying or Music Accompanying PhD rate.

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

#### **Clinical Nurse Educators**

66.14 A casual academic employee required to provide undergraduate clinical nurse education, together with directly associated non-contact duties in the nature of preparation, marking performed in the clinic and student consultation, shall be paid at the Undergraduate Clinical Nurse Education rate or the Undergraduate Clinical Nurse Education PhD rate according to the following table.

Little preparation required	1 hour of delivery and 0.5 hours associated working time (Undergraduate Clinical Nurse Education Rate)
Normal prep time	1 hour delivery and 1 hour associated working time (Undergraduate Clinical Nurse Education Rate)
Little prep required where PhD held	1 hour delivery and .5 hours associated working time (Undergraduate Clinical Nurse Education PhD Rate)
Normal prep time where PhD held	1 hour delivery and 1 hour associated working time (Undergraduate Clinical Nurse Education PhD Rate)

66.15 For the purposes of this subclause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting. Notwithstanding the above, where the undergraduate nurse education is conducted in a simulated ward the rate shall be the PhD rate.

#### **Marking**

66.16 Marking other than marking under 66.6 and 66.9 shall be paid at the marking rate.

#### **Other Required Academic Activity**

66.17 A casual employee required to perform any other required academic activity shall be paid at the Tutoring Rate or Tutoring PhD Rate if he/she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

66.18 For the purposes of this clause, “other required academic activity” will include but not be limited to work of the following nature:

- 66.18.1 the conduct of practical classes, demonstrations, workshops, student field excursions;
- 66.18.2 the conduct of clinical sessions other than clinical nurse education;
- 66.18.3 the conduct of performance and visual art studio session;
- 66.18.4 musical coaching, repititeurship, and musical accompanying other than with special educational service;
- 66.18.5 development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
- 66.18.6 consultation with students;
- 66.18.7 supervision; and
- 66.18.8 attendance at departmental and/or faculty meetings as required.

**Casual Demonstrator Rate**

- 66.19 In situations where a single demonstrator attends to classes (without a tutor or lecturer being present) the demonstrator shall be paid at the higher demonstrator rate which is designated as “rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification”.
- 66.20 The higher rate will also apply for the main demonstrator where a group of demonstrators are attending to a class (without a tutor or lecturer being present).
- 66.21 All other demonstrators shall be paid the normal rate.

**Casual Employment in Vocational Education and Training**

- 66.22 The casual hourly rate of pay for vocational education and training course lecturing is based on Level A4. Lecturers delivering courses shall be paid for one hour of preparation time for every hour of lecturing time. There is an expectation that lecturers will prepare adequately so as to provide a quality outcome.
- 66.23 The casual hourly rate of pay for vocational education and training non-award course lecturing is based on Level A3. Lecturers delivering non-award courses shall be paid for 30 minutes of preparation time for every hour of lecturing time. There is an expectation that lecturers will prepare adequately so as to provide a quality outcome.

VET Academic Scale	Salary at 30-Jun-13	3 per-cent 01/06/14	\$600 1-Oct-14	3 per-cent 01/06/15	\$600 1-Oct-15	3 per-cent 1-Jun-16	\$600 1-Oct-16
A_St 3	\$40.70	\$41.92	\$42.31	\$43.58	\$43.97	\$45.29	\$45.68
A_St 4	\$42.98	\$44.27	\$44.66	\$46.00	\$46.39	\$47.78	\$48.17

**Clause 67. RETURN TO INDUSTRY**

- 67.1 Teaching Focused Academic Staff working predominantly in VET, previously employed in industry, may be granted up to 12 months leave without pay to return to their industry, appropriate to their teaching, in order to keep abreast of new skills and trends within the industry. RTIL is not available to general staff, higher education lectures or researchers.
- 67.2 Total leave under this will not exceed 12 months on any one occasion except with the approval of the PVC VET.
- 67.3 Leave granted under this clause will count as service for the purposes of:
  - 67.3.1 salary advancement; and
  - 67.3.2 long service leave ;

- 67.4 Return to industry leave (RTIL) may be either short term; generally one to eight (8) weeks or long term; up to 12 months.
- 67.5 Short term RTIL is paid leave and funded from the work area's budget.
- 67.6 Long term RTIL is without pay where remuneration, including annual recreation leave and personal leave, are met by the RTIL host employer.

**Clause 68. NON-ATTENDANCE TIME**

- 68.1 Subject to 68.4, Teaching Focused Academic Staff in their second or subsequent years of employment with the University may take up to three (3) weeks (three or fewer blocks of seven days) paid non-attendance time (NAT), inclusive of public holidays and weekends. Part-time staff are entitled to the equivalent fraction of NAT.
- 68.2 Lecturers who transferred to Charles Darwin University upon the cessation of Centralian College and remain employed at the Alice Springs campus may take up to six (6) weeks NAT inclusive of public holidays.
- 68.3 All NAT must be taken within the period of non-attendance<sup>2</sup> time, each calendar year.
- 68.4 Conditions for taking non-attendance time are as follows:
- 68.4.1 A leave plan for the year that includes the requested NAT they are seeking must be completed, approved and entered in StaffOnline.
- 68.4.2 The leave plan must ensure all recreation leave credits are zero at 31 December.
- 68.4.3 Under circumstances where planned leave cannot be taken, a leave plan may be amended to roll-over untaken leave. Circumstances include but are not limited to cancellation by the University of planned leave, leave taken in conjunction with an overseas holiday or unforeseen circumstances that render the taking of planned leave impossible.
- 68.4.4 All grades for units taught wholly by the employee must be entered on the system before any non-attendance leave will commence.
- 68.4.5 All assessment information, including marks, for units that are partly taught by the employee have been passed to the Team Leader/ Customer Service Officer.
- 68.4.6 All assigned activities or actions are progressing satisfactorily by the time of the leave, such as development tasks outlined in their PDRS.
- 68.4.7 Contact details for the period you are on NAT, including a telephone number and postal address.
- 68.5 Once approved, employees taking NAT are required to remain in contact with the University and be able to deal with any of the issues that have been the basis of approval.
- 68.6 NAT does not accrue and cannot be carried forward from year-to-year, unless approved by the PVC VET. Approval will only be provided in exceptional circumstances when planned NAT has been cancelled at the request of CDU and an opportunity to reschedule it was not practical within the given calendar year.

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<sup>2</sup> A period of non-attendance time means a time during the academic year when students are not on campus. Generally speaking this will be during term breaks and over the end of year break.

**Clause 69. PRINCIPLES FOR PROMOTION**

- 69.1 Academic promotion is based on demonstrated leadership and contribution in one or more University Core Business areas supported by internal and external assessment. Expectations will vary in accordance with the seniority of the position and the specific role or roles in which the employee is or has been classified.
- 69.2 Where promotion is sought on the basis of leadership and contributions in only one core business area, which would typically arise from the employee being explicitly employed to service one area of business only, then the needs of the organisation in relation to having an employee at a higher academic level dedicated to that one area must also be taken into account.
- 69.3 The University agrees to review the Promotion Process, including criteria, within the first 12 months of this Agreement.

**Clause 70. REDUNDANCY****Application**

- 70.1 These provisions apply to academic staff holding continuing appointments.
- 70.2 This clause does not apply to fixed-term contract employees, probationary or casual employees; and in circumstances where the University and an employee negotiate a voluntary separation package as part of the process set out in Clause 42.
- 70.3 An employee may be terminated under this clause in accordance with the provisions herein.

**Notice of termination**

- 70.4 The written notice shall consist of three separate components: the transition period, age and years of service.

Component	Notice
<i>Transition period</i>	Eight (8) weeks
<i>Age</i>	
45 years	Twenty two (22) weeks
40 to 44 years	Twenty (20) weeks
39 years and under	Eighteen (18) weeks
<i>Years of service</i>	Three (3) weeks for each year completed

- 70.5 During the first four (4) weeks of the transition period the employee may elect to: accept retrenchment and separate; pursue redeployment to another position within the University; or seek a review.
- 70.6 The maximum period of notice will be fifty two (52) weeks for academic staff working predominantly in Vocational Education and Training, and seventy two (72) weeks for academic staff working predominantly in Higher Education.

**Retrenchment**

- 70.7 Unless another arrangement has been agreed between the University and the employee, where:
- 70.7.1 An employee has not made any election under 70.5; or
- 70.7.2 The Vice-Chancellor has made a determination that an employee should be retrenched following a review of a decision to declare the position held by the employee redundant; or
- 70.7.3 The employee elected to be redeployed, but no suitable vacant position has been identified and accepted by the employee by the end of the transition period; or
- 70.7.4 An employee has elected to accept retrenchment at any time after the commencement of the transition period.

70.8 The Director HRS will advise the employee in writing that her/his employment is terminated on the grounds of redundancy.

70.9 On termination of employment, an employee will receive:

70.9.1 payment in lieu of any unexpired period of notice, and

70.9.2 payment of leave entitlements on termination of employment in accordance with this Agreement.

**Calculating severance payment**

70.10 All payments will be calculated on the employee's salary at the date of termination of employment. An employee who has converted from full-time to fractional employment will receive payment based on the average hours worked over his/her years of continuous service.

70.11 "Salary" wherever it appears in this clause means the amount paid to an employee including any salary supplementation, market loading, clinical loading or other allowance paid to him/her at the time that he/she is advised of his/her retrenchment.

**Removal expenses**

70.12 An employee who has been made redundant and who was recruited from outside the Northern Territory will be entitled to receive additional severance payments to assist with relocation expenses where such relocation takes place within ninety (90) days of their termination of the employment or where the employee can justify to the Vice-Chancellor within the ninety (90) days that the employee will be relocating within a reasonable period after the expiration of the ninety (90) days. Such payments are intended to be a contribution rather than full payment of removal expenses and are inclusive of any associated insurances expenses. Where an employee has relocation expenses outlined in their conditions of appointment that provide a greater benefit than those outlined in this clause, those conditions will apply.

**Separation letter**

70.13 An employee who has been given notice of termination may request a letter signed by the Vice-Chancellor certifying that he/she is the occupant of a position deemed to be surplus to the requirements of the organisation.

**Appeal to FWC**

70.14 Where the University has obtained acceptable alternative employment for the employee, it may apply to FWC to have the severance payment or retrenchment benefit varied or waived.

**Redeployment**

70.15 The University is committed to redeploying employees who are surplus to the University's requirement whenever this is reasonably practicable and the employee concerned elects to be considered for redeployment.

70.16 Should the employee accept redeployment to another position the employee will not be regarded as surplus to requirement and all termination processes will cease.

70.17 Redeploees (and a representative if they wish) will be counselled by OHRS and briefed on:

70.17.1 options for retraining;

70.17.2 measures that could be taken to avoid termination;

70.17.3 further counselling;

70.17.4 job vacancies within the University; and

70.17.5 offer the employee redeployment to a suitable vacant position where such a position exists.

70.18 "Suitable vacant position" means a position at the same classification level of the employee that the employee has the skills and qualifications to undertake.



- 70.19 If an employee is redeployed to a permanent position elsewhere in the University and has to move house to a new geographic location to take up the new position, the Vice-Chancellor may authorise the reimbursement of reasonable costs associated with the relocation of the employee and his/her family.
- 70.20 Following an employee accepting a relocation referred to in 70.19, the Vice-Chancellor may authorize the payment to the employee of an allowance comprising two-thirds of the expenses necessarily incurred by the employee and his/her family for residing at a hotel or boarding-house for up to four weeks (4) before moving to the new location.
- 70.21 Where the redeployee fails to find a suitable position and following the completion of the eight (8) week transition period the redeployee will either:
- 70.21.1 work out his/her notice period, or
  - 70.21.2 have his/her employment terminated in line with 70.7.
- 70.22 Where the employee having elected redeployment unreasonably rejects an offer of redeployment to a suitable vacant position the Vice-Chancellor may terminate his or her employment.
- 70.23 The University maintains the right to deploy staff to undertake duties within any organisational unit. Such deployment would normally:
- 70.23.1 only occur after discussion with the employee or work group concerned;
  - 70.23.2 be at the employee's substantive classification level; and
  - 70.23.3 where it was determined that the employee had the necessary knowledge, skills and relevant experience to satisfy the selection criteria for the position to which they are assigned, or as a staff development initiative.

**Review**

- 70.24 An employee who has been given notice of termination may apply to the Vice-Chancellor within four (4) weeks of such notice, for a review of the decision to terminate his or her employment, on the grounds that the University had not followed the required procedures and/or the University did not use fair and objective criteria in making the decision to terminate.
- 70.25 Upon receiving such an application, the Vice-Chancellor will immediately refer it to a review panel with the same constitution and procedural powers and functions as those established under Clause 35.
- 70.26 The Review Panel will make recommendations to the Vice-Chancellor within three (3) weeks.
- 70.27 The Review Panel will provide the employee adequate opportunity to put forward a verbal or written submission relating to the process in question and will conduct the investigation in an expeditious manner.
- 70.28 If the Review Panel does not complete its deliberation within the time frames above, it must make application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion.
- 70.29 Should the Review Panel determine that the process was complied with by the University; the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the employee.
- 70.30 Should the Review Panel make a finding that the University did not act according to process, the matter will be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action having regard to the findings of the review panel.
- 70.31 Should the employee fail in his or her review application, the employee will, at the completion of the eight (8) week transition period:
- 70.31.1 where it has been agreed that the employee will work out his or her notice period, commence working out his or her period of notice; or

70.31.2 have his/her employment terminated in line with clause 70.9.

**Genuine redundancy**

70.32 In order for a redundancy to be genuine the ATO requires that at the time of separation, there was no arrangement (as defined) between the employee and the employer, or between the employer and another person, to employ the employee after the separation.

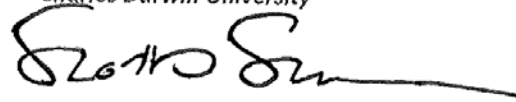
**Re-employment**

70.33 An employee whose employment is terminated under this clause shall not be eligible for re-employment, other than as a casual employee, by the University for a period of twelve months from the date of separation.

70.34 Notwithstanding, under exceptional circumstances the Vice-Chancellor may re-employ an employee terminated under this clause before the expiration of the 12 months.

***Signatories to the Agreement<sup>3</sup>***

Organisation

Charles Darwin University  
  
Dr Scott Snyder

Signature

Name

Position

Chief Operating Officer

Address

Ellengowan Drive Darwin NT 0909

Date

19 December 2013

Organisation

***National Tertiary Education Union***

Signature

  
Grahame McCulloch

Name

Position

General Secretary

Address

1st floor, 120 Clarendon St, Southbank VIC 3006

Date

19 December 2013

Organisation

***Australian Education Union***

Signature

  
Clisby

Name

Position

Peter Clisby, Secretary NT

Address

Unit 3, 8 Totem Road Coconut Grove NT

Date

19 December 2013

Organisation

***United Voice***

Signature

Form F18 signed by Erina Early

Name

**Matthew Gardiner**

Position

Secretary NT

Address

1st Floor, 38 Woods Street Darwin NT 0800

Date

19 December 2013

<sup>3</sup> Form F18 received from CPSU Kay Densley NT Regional Secretary 20 January 2014

## Schedule C Academic Position Classifiers

### Clause 71. CLASSIFICATION OF ACADEMIC STAFF

71.1 Academic staff shall be classified in accordance with clause 28.1.

#### The Descriptors

71.2 Academic Staff Position Descriptors outline the standards, expectations and necessary qualifications of Academic Staff Members at Charles Darwin University, providing a foundation for and informing the process of probation, performance management and promotion.

71.3 Principally for the purposes of determining expectations of teaching and research quality and quantity, including during the assignment and assessment of workloads, Academic Staff Members are classified in the following roles:

71.3.1 Teaching Focused Academic Staff, expected predominantly to teach and engage in the scholarly advancement of teaching with limited involvement in other research activity; or

71.3.2 Research Active Academic Staff, expected to undertake both teaching and research activity; or

71.3.3 Research Intensive Staff, expected predominantly to undertake research.

71.4 Some expectations of staff in a given Academic Level will differ according to the role in which they work (Teaching Focussed Academic Staff / Research Active Academic Staff / Research Staff) and content they are delivering (Vocational Education and Training (VET) and Higher Education (HE)). Similarly, the qualifications and skills base necessary for teaching in Vocational Education and Training and Higher Education units will differ.

#### Minimum Teaching Requirements

71.5 The Senior Deputy Vice-Chancellor is responsible for publishing explicit requirements for teaching and its related scholarship, performance and teaching activity.

#### Minimum Research Requirements

71.6 The Deputy Vice-Chancellor, Research and International is responsible for publishing explicit requirements for research and research activities.

#### Minimum Vocational Education and Training Requirements

71.7 For academic staff delivering VET, Charles Darwin University has the requirement with regard to the minimum teaching and assessing qualifications and competence as described in 0

### Level A

71.8 Level A academic staff will work with support and guidance from more senior academic staff. They are expected to develop expertise in teaching and/or research with an increasing degree of autonomy. A Level A Academic Staff Member will normally contribute to teaching at a level appropriate to the skills and experience of the staff member, engage in scholarly research and/or professional activities and/or community engagement activities appropriate to his or her professional discipline, undertake administration primarily relating to his or her activities at the institution, support clients external to the University and carry out activities to maintain and develop professional standing in his or her discipline.

**Teaching in Higher Education Units**

- 71.9 To teaching in Higher Education units, a Level A Academic Staff Member will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level. Maintenance of professional expertise in practice or clinical disciplines may be required.

**Teaching in Vocational Education and Training Units**

- 71.10 To instruct in Vocational Education and Training, a Level A Academic Staff Member will normally have completed an initial qualification equivalent to AQF 3 and meet the Minimum National VET Quality Framework Requirements within 12 months of appointment. Once employed, the staff member may be required to update their credentials to meet the latest national and/or University requirements within a reasonable timeframe.
- 71.11 Duties in Vocational Education and Training may include:
- 71.11.1 Research content of courses, training packages, lessons, learning and assessment materials.
  - 71.11.2 Select, adapt and develop appropriate learning and assessment strategies for the particular student group and teaching program.
  - 71.11.3 Plan and conduct individual lessons and courses in order to meet the needs of Training Packages and/or the accredited courses.
  - 71.11.4 Establish and maintain a learning environment in the classroom, workshop, community or industry setting.
  - 71.11.5 Undertaken workplace assessment.
  - 71.11.6 Participate in moderation and validation of assessment and assessment tools with other staff.
  - 71.11.7 Support continuous improvement within the team.
  - 71.11.8 Negotiate training plans for trainees and apprentices.
  - 71.11.9 Maintain appropriate industry engagement and relationships.
  - 71.11.10 Participate in curriculum development/ Training package implementation.
  - 71.11.11 Assess the competency of students, on entry, during and at the conclusion of courses.
  - 71.11.12 Provide specialist assistance to enhance each student's learning as well as counselling and educational support.
  - 71.11.13 Prepare and maintain workshops and equipment as necessary as well as other learning materials in print-based, audio visual and online computer media.
  - 71.11.14 Contribute to the administration of teaching programs and complete administration tasks relevant to teaching programs to ensure compliance with the National VET Quality Framework and CDU business processes.
  - 71.11.15 Participate in the delivery of teaching and educational services to industry and the community through training needs analysis, skills audit, and consultancy to external clients.
- 71.12 Level A Academic Staff Members teaching in Vocational Educational Units will benchmark nationally against Category II lecturers.

**Research**

- 71.13 A Level A Academic Staff Member undertaking research or scholarly activities will typically do so under limited supervision either independently or as a member of a team, and will normally hold a relevant higher degree. A Level A Academic Staff Member will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as he or she gains skills and experience. The Academic Staff Member may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

**Incremental Progression Within Level A**

- 71.14 Progression through the salary scale will be based on an annual assessment of work performance as determined by the immediate supervisor in accordance with the University PDRS process. A staff member who is denied progression may seek an independent review.
- 71.15 In addition to an annual assessment of work performance additional evidence will be required for TFAS VET to progress between steps 5 and 6 and Steps 8 and 9.

**Progression from Step 5 to step 6**

- 71.16 Academic staff who wish to progress from step 5 to 6 are expected to be able to provide evidence (where relevant) of:

- 71.16.1 Ongoing industry competence and currency;
- 71.16.2 Projects that they have led within the team that support the academic unit in teaching, research or industry or community engagement;
- 71.16.3 A commitment to ongoing Professional Development relevant to the team; and
- 71.16.4 Other projects or tasks as determined by the Supervisor.

**Progression from Step 8 to Step 9**

- 71.17 Academic staff who wish to progress from Step 8 to Step 9 are expected to be able to provide evidence (where relevant) of:

- 71.17.1 Ongoing industry competence and currency;
- 71.17.2 Projects that they have led within the team that support the academic unit in teaching, research or industry or community engagement;
- 71.17.3 A commitment to ongoing Professional Development relevant to the team;
- 71.17.4 Evidence of a capacity and willingness to mentor new staff;
- 71.17.5 Examples of taking a leadership role in some activities of the team; and
- 71.17.6 Other projects or tasks as determined by the Supervisor.

- 71.18 It should be noted that progression criteria must be included in the employee's PDRS. Progression is subject to a satisfactory rating against each of the progression criteria and an overall rating of satisfactory following PDRS review / feedback.

**PhD Entry**

- 71.19 Academic Staff Members with a PhD qualification will commence at a minimum level of A step 8.

## Level B

71.20 A Level B Academic Staff Member will have expertise within their discipline area, and will undertake independent teaching and research in that discipline or related area. A Level B Academic Staff Member will make an independent contribution in teaching and/or research, co-ordinate and/or lead the activities of other staff as appropriate to the discipline, undertake relevant community engagement and contribute to administration requirements. A Level B Academic Staff Member will provide educational leadership as appropriate through exemplary teaching practice, the application of contemporary teaching methodologies, encouragement of innovation and support to other academic staff members in curriculum development, training package implementation, excellence in approaches to implementation assessment, materials development in program organisation and delivery, and contribute to administration requirements.

### Teaching in Higher Education Units

71.21 A Level B Academic Staff Member teaching in Higher Education units will normally contribute to teaching at undergraduate, honours and postgraduate level in Higher Education units, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of, and related administration for, the co-ordination of an award program of the institution. Maintenance of professional expertise in practice or clinical disciplines may be required.

### Teaching in Vocational Education and Training Units

71.22 Level B Academic Staff Members working in Vocational Education and Training context may have teaching and/or Team Leader roles. These Academic Staff Members will benchmark against Category III trainers nationally.

71.23 When teaching in Vocational Education and Training, a Level B Academic Staff Member would be a recognized teaching and learning leader within their Division. In addition to the minimum National VET Quality Framework requirements, a Level B Academic Staff Member teaching in Vocational Education and Training units will normally have successfully completed a Diploma in TAA or equivalent (as determined by the PVC VET) and a Diploma in their discipline area. To attain Level B, the Academic Staff Member will be able to provide examples of teaching and learning projects that have led to improvement of University teaching and learning outcomes within and Division or School, and be able to provide examples and evidence of teaching and learning excellence, such as exemplary student, client, industry satisfaction. The Academic Staff Member will be required to undertake an annual teaching and learning project for the benefit of the his/her Division or School as agreed with their Manager/ Head of School as part of his or her normal duties.

71.24 To work in a Team Leader capacity, the Academic Staff Member is expected to have education, training and/or relevant industry experience equivalent to completion of a degree in Management or relevant area.

71.25 Other duties required of a Level B Academic Staff Member teaching in Vocational Education and Training units, in addition to those duties required of a Level A Academic Staff Member, may include:

- 71.25.1 Delivery of teaching and learning programs and educational leadership through support to other lecturers and demonstration of 'good practice'.
- 71.25.2 Lead discussion and teams on workplace assessment.
- 71.25.3 Lead staff in moderation and validation of assessment.
- 71.25.4 A proven track record in supporting commercial activities within the team.

- 71.25.5 Support continuous improvement within the team and lead projects to implement improvements.
- 71.25.6 Maintain appropriate industry engagement and relationships at a Northern Territory Level.
- 71.25.7 Design and development of teaching programs and educational services.
- 71.25.8 Effective management and organisation of teaching through appropriate and relevant administrative tasks.
- 71.25.9 Provide a mentoring role to less experienced lecturers.
- 71.25.10 Deliver teaching and educational services to industry and the community.
- 71.25.11 Participate in curriculum development or non-teaching roles within the field of expertise.
- 71.25.12 Provide leadership to change teaching strategies and programs to incorporate technological change, change in student clientele, accreditation requirements and course review recommendations.
- 71.25.13 Contribute to the Community and/or Industry through demonstrable achievement in the relevant field/or discipline.
- 71.25.14 Attendance at University meetings and/or membership of a number of Industry groups relevant to the University.

#### **Team Leader**

- 71.26 Duties required of a Level B Academic Staff Member working in the capacity of Team Leader in Vocational Education and Training may include:
  - 71.26.1 Ensure the effective development and delivery of high quality and relevant teaching programs and training services.
  - 71.26.2 Ensure team indicators are met through the provision of educational leadership, and effective management of physical, financial and human resources.
  - 71.26.3 Lead and ensure compliance with ASQA within the team.
  - 71.26.4 Plan, develop and implement teaching programs to meet identifiable needs and evaluate the effectiveness of those programs.
  - 71.26.5 Develop, manage and continually improve learning and assessment strategies for training delivered by the team.
  - 71.26.6 Ensure teaching programs are conducted in the most cost efficient manner in regard to equipment and materials.
  - 71.26.7 Ensure administrative processes within the team meet customer expectations and University organizational processes and accountabilities.
  - 71.26.8 Provide advice to management on program requirements, including the cost and resource implications of such programs, applying commercial principles to the delivery of services.
  - 71.26.9 Co-ordinate and support the work teams with emphasis on innovative teaching and learning.
  - 71.26.10 Support and assist with professional development of staff.
  - 71.26.11 Undertake teaching and assessment as required.
  - 71.26.12 Perform other duties as requested by the PVC VET as required.
  - 71.26.13 Develop and maintain close liaison with existing and potential clients and build markets.



71.26.14 Represent the University at industry events.

71.26.15 Perform other duties as required by their Manager.

71.26.16 Encourage an environment characterized by equal opportunity, access and equity.

**Research**

71.27 A Level B research academic classified under 71.20 will normally have experience in research or scholarly activities that have resulted in publications in refereed journals or other demonstrated scholarly activities.

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

## Level C

71.29 A Level C academic will make a significant contribution to the discipline at the national level, including by playing a significant role within the profession, industry group or discipline. In research and/or scholarship and/or teaching he or she will foster excellence and make original contributions, which expand knowledge or practice in his or her discipline. Level C Academic Staff Members will contribute to University core business, including by provision of educational and administrative leadership through a relevant contribution to all activities of the Division or Faculty and governance of the University;

### Teaching in Higher Education Units

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

### Teaching in Vocational Education and Training Units

71.31 In addition to the skills base required of a Level B Academic Staff Member, a Level C Academic Staff Member working in Vocational Education and Training will normally have completed a minimum of a Master's degree in education or management.

71.32 Duties required of a Level C Academic Staff Member working in Vocational Education and Training, in addition to those duties required of a Level B Academic Staff Member, may include:

- 71.32.1 Participate in teaching through a distinguished personal contribution.
- 71.32.2 Contribute significantly to the profession, and/or discipline at a national level.
- 71.32.3 High level administrative functions.
- 71.32.4 Development of educational policy and curriculum within the industry area discipline and/or discipline.
- 71.32.5 Development of policy and administrative matters within the Industry Division/ Faculty School, Faculty or an interdisciplinary area within the University.
- 71.32.6 Participation and leadership in industry and professional and commercial sectors at a national level.
- 71.32.7 Contribution towards planning of the VET system both locally and nationally.
- 71.32.8 Provide leadership in the implementation of change, demonstrate personal flexibility and ability in innovating and adapting the VET sector within the Lecturer's area of expertise both locally and nationally.

### Research

71.33 A Level C research academic will make independent and original contributions to research which have a significant impact on his or her field of expertise.

71.34 The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

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

## Level D

- 71.36 A Level D Academic Staff Member will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.
- 71.37 A Level D Academic Staff Member will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.
- Research**
- 71.38 A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.
- 71.39 A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others, and in research training.

## Level E

- 71.40 A Level E Academic Staff Member will provide leadership and foster excellence in research and/or teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.
- 71.41 A Level E Academic Staff Member will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E Academic Staff Member will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.
- Research**
- 71.42 A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

## Schedule D HEW Position Classification Standards

### Clause 72. CLASSIFICATION OF GENERAL STAFF

72.1 General staff are classified in one of the following categories

- Cleaner, labour or trainee (HEW 1 to 3)
- Admin assistant or security patrol officer (HEW 2 to 5)
- Maintenance, technical or child-care (HEW 1 to 5)
- IT support (HEW 5 to 9)
- Student support (HEW 3 to 9)
- Finance and administration (HEW 3 to 9)
- Management (HEW 6 to 10)

#### Definitions

Definition 1:	Supervision
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

Definition 2:	Qualifications
Within the Australian Qualifications Framework,	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

Definition 3:	Classification dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

## Higher Education Worker Level 1

### **Training level or qualifications**

- 72.2 Staff at the base of this level would not be required to have formal qualifications or work experience upon engagement. Staff engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

### **Occupational equivalent**

- 72.3 Cleaner, labourer, Trainee for level 2 duties.

### **Level of supervision**

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

### **Task level**

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

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

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

### **Typical activities**

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

## Higher Education Worker Level 2

### **Training level or qualifications**

- 72.9 Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.

### **Occupational equivalent**

- 72.10 Administrative assistant, security patrol officer.

### **Level of supervision**

- 72.11 Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

### **Task level**

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

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

- 72.14 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### **Typical activities**

- 72.15 Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

### Higher Education Worker Level 3

#### Training level or qualifications

- 72.16 Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
- 72.16.1 completion of a trades certificate or Certificate III, or
  - 72.16.2 completion of Year 12 or a Certificate II, with relevant work experience, or
  - 72.16.3 an equivalent combination of relevant experience and/or education/training.

- 72.17 Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### Occupational equivalent

- 72.18 Tradesperson, technical assistant/technical Trainee, administrative assistant.

#### Level of supervision

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

#### Task level

- 72.20 Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

#### Organisational knowledge

- 72.21 Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

#### Judgement, independence and problem solving

- 72.22 Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

#### Typical activities

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

- 72.24 In technical assistant positions:

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

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

- 72.26 In administrative positions, perform a range of administrative support tasks including:



- 72.26.1 standard use of a range of desk-top based programs, e.g. word processing, established spread-sheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, and
- 72.26.2 provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.

#### Higher Education Worker Level 4

##### Training level or qualifications

- 72.27 Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 72.27.1 completion of a diploma level qualification with relevant work related experience, or
- 72.27.2 completion of a Certificate IV with relevant work experience, or
- 72.27.3 completion of a post-trades certificate and extensive relevant experience and on the job training, or
- 72.27.4 completion of a Certificate III with extensive relevant work experience, or
- 72.27.5 an equivalent combination of relevant experience and/or education/training.

##### Occupational equivalent

- 72.28 Technical officer or technician, administrative above Level 3, advanced tradespersons.

##### Level of supervision

- 72.29 In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

##### Task level

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

##### Organisational knowledge

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

##### Judgement, independence and problem solving

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

##### Typical activities

- 72.33 In trades positions:
- 72.33.1 work on complex engineering or interconnected electrical circuits
- 72.33.2 exercise high precision trades skills using various materials and/or specialised techniques.
- 72.34 In technical positions:
- 72.34.1 develop new equipment to criteria developed and specified by others,

- 72.34.2 under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- 72.34.3 demonstrate the use of equipment and prepare reports of a technical nature as directed.
- 72.35 In library technician positions:
  - 72.35.1 undertake copy cataloguing
  - 72.35.2 use a range of bibliographic databases
  - 72.35.3 undertake acquisitions
  - 72.35.4 respond to reference inquiries.
- 72.36 In administrative positions:
  - 72.36.1 may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems
  - 72.36.2 plan and set up spread-sheets or data base applications
  - 72.36.3 be responsible for providing a full range of secretarial services, e.g. in a faculty
  - 72.36.4 provide advice to students on enrolment procedures and requirements
  - 72.36.5 administer enrolment and course progression records.

**Higher Education Worker Level 5****Training level or qualifications**

72.37 Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- 72.37.1 completion of a degree without subsequent relevant work experience, or
- 72.37.2 completion of an advanced diploma qualification and at least 1 year's subsequent relevant work experience, or
- 72.37.3 completion of a diploma qualification and at least 2 years' subsequent relevant work experience, or
- 72.37.4 completion of a Certificate IV and extensive relevant work experience, or
- 72.37.5 completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician, or
- 72.37.6 an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent**

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

**Level of supervision**

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

**Task level**

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

**Organisational knowledge**

72.41 Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

**Judgement, independence and problem solving**

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

**Typical activities**

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

- 72.44 In library technician positions, perform at a higher level than Level 4, including:
- 72.44.1 assist with reader education programs and more complex bibliographic and acquisition services
  - 72.44.2 operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.
- 72.45 In administrative positions:
- 72.45.1 responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
- 72.46 In professional positions and under professional supervision:
- 72.46.1 work as part of a research team in a support role
  - 72.46.2 provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
  - 72.46.3 provide counselling services.

**Higher Education Worker Level 6****Training level or qualifications**

72.47 Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

72.47.1 a degree with subsequent relevant experience, or

72.47.2 extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or

72.47.3 an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent**

72.48 Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

**Level of supervision**

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

**Task level**

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

**Organisational knowledge**

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

**Judgement, independence and problem solving**

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

**Typical activities**

72.53 In technical positions:

72.53.1 manage a teaching or research laboratory or a field station

72.53.2 provide highly specialised technical services

72.53.3 set up complex experiments

72.53.4 design and construct complex or unusual equipment to general specifications

72.53.5 assist honours and postgraduate students with their laboratory requirements

72.53.6 install, repair, provide and demonstrate computer services in laboratories.

72.54 In administrative positions:

72.54.1 provide financial, policy and planning advice

72.54.2 service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence

- 72.54.3 monitor expenditure against budget in a school or small faculty.
- 72.55 In professional positions:
- 72.55.1 work as part of a research team
- 72.55.2 provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- 72.55.3 provide counselling services
- 72.55.4 undertake a range of computer programming tasks
- 72.55.5 provide documentation and assistance to computer users
- 72.55.6 analyse less complex user and system requirements.
- Higher Education Worker Level 7**
- Training level or qualifications**
- 72.56 Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 72.56.1 a degree with at least 4 years subsequent relevant experience, or
- 72.56.2 extensive experience and management expertise in technical or administrative fields, or
- 72.56.3 an equivalent combination of relevant experience and/or education/training.
- Occupational equivalent**
- 72.57 Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.
- Level of supervision**
- 72.58 Broad direction. May manage other staff including administrative, technical and/or professional staff.
- Task level**
- 72.59 Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
- Organisational knowledge**
- 72.60 Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
- Judgement, independence and problem solving**
- 72.61 Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
- Typical activities**
- 72.62 In a library, combine specialist expertise and responsibilities for managing a library function.
- 72.63 In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- 72.64 In technical manager positions, the management of teaching and research facilities for a department or school.

72.65 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

72.66 In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

### Higher Education Worker Level 8

#### Training level or qualifications

72.67 Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

72.67.1 postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or

72.67.2 extensive experience and management expertise, or

72.67.3 an equivalent combination of relevant experience and/or education/training.

#### Occupational equivalent

72.68 Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher. or

72.69 Technical expert with a minimum of five (5) years relevant information technology experience.

#### Level of supervision

72.70 Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

#### Task level

72.71 Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

#### Organisational knowledge

72.72 The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

#### Judgement, independence and problem solving

72.73 Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

#### Typical activities

72.74 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

72.75 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

72.76 Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

72.77 Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

72.78 Apply advanced technical skills in information technology.

**Higher Education Worker Level 9****Training level or qualifications**

- 72.79 Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 72.79.1 postgraduate qualifications and extensive relevant experience, or
  - 72.79.2 extensive management experience and proven management expertise, or
  - 72.79.3 an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent**

- 72.80 Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher. Technical expert with a minimum of 7 years relevant information technology experience.

**Level of supervision**

- 72.81 Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

**Task level**

- 72.82 Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

**Organisational knowledge**

- 72.83 Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

**Judgement, independence and problem solving**

- 72.84 Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

**Typical activities**

- 72.85 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 72.86 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- 72.87 Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- 72.88 Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
- 72.89 Apply expert knowledge and skills in relation to information technology issues and problems.



## Higher Education Worker Level 10

### Training level or qualifications

- 72.90 Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:
- 72.90.1 proven expertise in the management of significant human and material resources; in addition to, in some areas,
  - 72.90.2 postgraduate qualifications and extensive relevant experience.

### Occupational equivalent

- 72.91 Senior program, research or administrative manager; or Technical expert with a minimum of 10 years relevant information technology experience.

### Level of supervision

- 72.92 Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

### Task level

- 72.93 Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

### Organisational knowledge

- 72.94 Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

### Judgement, independence and problem solving

- 72.95 Be fully responsible for the achievement of significant organisational objectives and programs.

### Typical activities

- 72.96 Manage a large functional unit with a diverse or complex set of functions and significant resources.
- 72.97 Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.
- 72.98 Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.
- 72.99 Apply leadership and advanced skills in information technology specifically in relation to complex problem solving and associated issues.

## Broadbanding between levels

72.100 The purpose of a broadbanded structure is to provide opportunities for an employee at one classification level to perform work at the next level. Managers in general need to reorganise work in order to provide these opportunities, and in some areas it may not be possible to do so. Details of the University processes relating to Broadbanding are contained in *The Guide to Position Classification Standards and Broadbanding*.

72.101 The parties agree that competency barriers will apply for advancement from the lower to the higher HEW Level where a classification is broadbanded over two HEW levels.

72.102 An employee can apply to have their competence assessed at any time but actual advancement to the next level can only be effected from the top of the lower level. Normally, new staff will commence at the lower level.

### **Competency Barriers between Hew Levels 1 and 2**

72.103 To be advanced from HEW Level 1 to HEW Level 2 a staff member at Level 1 must have a demonstrated ability to:

72.103.1 perform her or his Level 1 routine daily tasks to the required standard, while subject to routine supervision only;

72.103.2 display an adequate knowledge of all major items covered in the agreed induction training course for Level 1;

72.103.3 utilise properly and effectively the tools, chemicals, equipment etc. required for her or his normal daily Level 1 duties in accordance with operating manuals, workplace procedures and Occupational Health and Safety standards;

72.103.4 resolve typical or normal daily problems in her or his Level 1 work by reference to established procedures; and

72.103.5 has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 2 while subject to routine supervision only.

### **Competency Barriers between Hew Levels 2 and 3**

72.104 To be advanced from HEW Level 2 to HEW Level 3 a staff member at Level 2 must have a demonstrated ability to:

72.104.1 perform her or his Level 2 routine daily tasks to the required standard, while subject to routine supervision only;

72.104.2 display an adequate knowledge of all major items covered in the agreed induction training course for Level 2;

72.104.3 utilise properly and effectively the tools, chemicals, equipment etc. required for her or his normal daily Level 2 duties in accordance with operating manuals, workplace procedures and Occupational Health and Safety standards;

72.104.4 resolve typical or normal daily problems in her or his Level 2 work by reference to established procedures; and

72.104.5 has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 3 while subject to routine supervision only.