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1. Agreement formalities

1.1 Title

This Agreement will be known as the University of the Sunshine Coast Enterprise Agreement (EA) 2019 – 2022.

1.2 Arrangement

PART 1 - Agreement Formalities

PART 2 - Appointment

PART 3 - Remuneration

PART 4 - Hours of Work

PART 5 - Performance Management

PART 6 - Leave

PART 7 - Termination of Employment

PART 8 - Other Conditions

PART 9 - Agreement Schedules

1.3 Application of the Agreement

(a) This Agreement is an Enterprise Agreement pursuant to section 172 of the *Fair Work Act 2009*. This Agreement will be binding according to its terms upon the University of the Sunshine Coast (USC) (hereinafter referred to as the University), and all staff employed by the University in the Academic, Professional and ELICOS classification levels.

(b) This Agreement does not apply to Senior Staff of the University including the Vice-Chancellor and President, Deputy Vice-Chancellors, Chief Operating Officer, Pro Vice-Chancellors, Directors, Heads of School and such other positions that do not receive a base salary in accordance with Schedule 1.

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(c) This Agreement has been negotiated between the University, the National Tertiary Education Industry Union (NTEU), and the ASU Together branch (hereinafter referred to as the Union).

1.4 Date and period of operation

This Agreement will operate from seven days after its approval by the Fair Work Commission (FWC) and will have a nominal expiry date of 30 June 2022. Negotiation towards a replacement Agreement will commence within three months after the nominal expiry date.

1.5 Status of this Agreement

(a) This Agreement replaces and prevails over any other Agreement that might otherwise apply to staff covered by this Agreement. This Agreement displaces all relevant awards that might otherwise apply to staff covered by this Agreement. This Agreement is to be read in conjunction with the National Employment Standards (NES) and if a term is detrimental to a staff member when compared to a standard, the standard prevails over the term of this Agreement.

(b) Negotiated terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures and guidelines for other conditions and benefits affecting employment may be varied from time to time by the University and do not form part of this Agreement.

1.6 Posting of the Agreement

An electronic copy of this Agreement will be accessible to all staff.

1.7 Flexibility term

This clause constitutes the flexibility term referred to under section 202 of the *Fair Work Act 2009*.

(a) The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement at Clause 6.2 Recreation Leave and Clause 4.2 Attendance of Professional Staff for:

(i) an agreement to reduce their annual salary in exchange for proportionally additional recreation leave over a period of 12 months, or on application by a Professional staff member, to work ordinary hours for five consecutive days Monday to Sunday if

(ii) the arrangement meets the genuine needs of the University and the staff member in relation to 1 or more of the matters mentioned in paragraph (i); and

(iii) the arrangement is genuinely agreed to by the University and the staff member.

(b) The University must ensure that the terms of the individual flexibility arrangement and its terms:

(i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(iii) results in the staff member being better off overall than the staff member would be if no arrangement was made and

(iv) is in writing; and

(v) includes the name of the University and the staff member; and

(vi) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and includes details of:

· the terms of the agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and states the day on which the arrangement commences.

(vii) does not require that anyone else approve it, other than the staff member and the University.

(c) The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(d) The University or the staff member may terminate the individual flexibility arrangement:

(i) by giving written notice of not less than 28 days; or

(ii) if the University and the staff member agree in writing — at any time.

1.8 Definitions

Except in so far as the context or subject matter otherwise indicates or requires, the definitions listed in this clause apply to this Agreement:

'Academic Staff' are staff appointed in accordance with the Academic Position Descriptors Guidelines in place as at 22 August 2011 to positions which reflect the operational requirements and core areas of responsibility which include teaching, research and engagement.

'Professional Staff' are staff appointed in accordance with the Professional Position Descriptors Guidelines in place as at 22 August 2011 to a position which reflects the operational requirements and core areas of responsibility for professional occupational groups.

'Authorising Officer' means the relevant officer as specified by the University's Human Resource Delegations approved by Council.

'Capacity' means the skills, knowledge, experience and qualifications required to perform the duties of the position satisfactorily.

'Classification' is the designated position classification level in the Academic and Professional Position Descriptors Guidelines.

'Consultation' means conferring in such a way that the participants or, in accordance with this Agreement, their chosen representatives, have access to all relevant material and the opportunity to contribute to and influence a decision. Consultation does not mean reaching agreement.

'Continuous Service' means a period of service which is unbroken. A staff member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed six weeks.

'Cost Centre Manager' means the manager responsible for the budget of the organisational unit.

'Council' means the Council of the University of the Sunshine Coast constituted under the University of the Sunshine Coast Act 1998.

'Deputy Vice-Chancellor (Academic) (DVCA) means a person appointed to be the Deputy Vice-Chancellor (Academic) of the University and includes anyone acting in that role on a temporary basis, any nominee of the Deputy Vice-Chancellor (Academic), or any successor.

'Director, Human Resources' means the person appointed to be the Director, Human Resources of the University, and includes anyone acting in that role on a temporary basis, any nominee of the Director, Human Resources, or any successor.

'Disciplinary Action' means formal censoring, counseling, demotion, withholding an increment, suspension with or without pay, and termination of employment.

'Domestic Violence' means physical, sexual, financial, verbal, or emotional abuse by a family member (including an extended family member and/or partner) or household member.

'Harassment' means any form of behaviour that is unwelcome, unsolicited, unreciprocated and usually (but not always) repeated. It is behaviour that is likely to offend, humiliate or intimidate.

'Immediate family' includes:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, of the opposite or same sex);
- a child (including an adopted child, a step-child, ex-nuptial child or foster child), or grandchild;
- a parent, grandparent, or sibling of the staff member or the staff members spouse; and
- a person approved by the VCP or authorising officer.

'Indigenous Australian' means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

'Merit' refers to the relationship between a person's qualities (knowledge, skills, abilities and experience) and those qualities required for performance in a particular position.

'Misconduct' means conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

'Negotiation' means the holding of discussions and making genuine efforts to resolve differences and reach agreement.

'Primary Carer' is a staff member who has full-time responsibility for the day-to-day care and nurturing of a new child or child. This can include where a fostering arrangement is intended to be long-term, or for whom the staff member has recently become a guardian where the guardianship is intended to be long-term.

'Reasonably Contemporaneous Marking' means marking that is consequential to, or originates from, assignments, work or exams, set within a given lecture, tutorial or demonstration, but does not include marking of course wide materials, essays or other assessment tasks.

'Representative' means a person the staff member has chosen, whom the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practising as a solicitor or barrister, or a person the University has chosen to represent it who is an employee of an employer association and not currently practising as a solicitor or barrister.

'Serious Misconduct' is misconduct of a serious nature and includes:

- serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;
- serious dereliction of the duties required of the staff member's office;
- conviction by a court of an offence which constitutes a serious impediment of the kind referred to in this definition.
- wilful or deliberate behavior by a staff member that is inconsistent with the continuation of the contract of employment.
- conduct that causes serious and imminent risk to the health and safety of a person or the reputation, viability or profitability of the University.
- during employment, engaging in theft, fraud, assault, intoxication at work (where a staff member's faculties are so impaired as to make the staff member unfit for duty),
- refusing to carry out a lawful and reasonable instruction that is consistent with the staff members contract of employment.

'Serious Misconduct in Research' means serious misconduct or misbehavior on or in connection with research which includes, but is not limited to:

- fabrication, falsification or misrepresentation of data;
- plagiarism, including the direct copying of textual material, the use of other people's data and/or idea without acknowledgement;
- misleading ascription of authorship including the listing of authors without their permission, attributing work to anyone who has not contributed to the research, and the lack of appropriate acknowledgement of work produced by others;
- falsely claiming inventorship; or
- failure to comply with legal or ethical requirements.

'Seven-day shiftworker' means, for the purpose of the additional week of leave provided by the NES, a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.

'Shift' means a continuous period of work during which a shift worker is rostered for duty.

'Significant Carer' is a staff member whose partner has become a primary carer of a new child.

'Supervisor' means a staff member who has delegated authority on behalf of the University to give a lawful instruction to staff.

'Union' means the National Tertiary Education Industry Union (NTEU) or the ASU Together Branch.

'Unsatisfactory Performance' means performance that does not meet the requirements of the position.

'Vice-Chancellor and President' (VCP) means the person appointed to be the Vice-Chancellor and President of the University, and includes anyone acting in that role on a temporary basis, any nominee of the VCP or any successor.

Workplace bullying means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.

1.9 Joint Consultative Committee

(a) A Joint Consultative Committee (JCC) will be established comprising three nominees of the University and three nominees of the Union, one of which can be an Industrial Officer. By prior agreement additional attendees may be invited to participate in a JCC meeting.

(b) The JCC will be responsible for consultation on matters pertinent to the operation of this Agreement. The University will also use the JCC as a forum to consult with the Union on the development of and any proposed changes to policies on employment matters.

(c) The JCC will meet at least twice per year or at the request of either the University or the Union.

(d) Members of the JCC may meet with staff members regarding conditions of employment, provided that such meetings are held during work breaks and appropriate prior notice of meeting times and arrangements for such meetings are provided to the University. Members of the JCC will have reasonable access to phone, email, mail and printing facilities. The activities of staff members of the JCC will be undertaken as part of normal duties and they will have adequate and reasonable time to fulfill these activities.

1.10 Dispute resolution procedures

It is agreed that the University, its staff and the Union all have an interest in the proper application of this Agreement, and in minimising and settling disputes. The objective of these procedures is the effective resolution of any dispute over matters covered by this Agreement and the NES, and in addressing any disputes in a timely manner.

(a) Where one or more staff members, or the Union, is of the view that there is a dispute about a matter in this Agreement or the NES, written notice of the dispute will be provided to the Director, Human Resources, and must provide sufficient detail to enable the University to understand the precise nature of the dispute.

(i) On receipt of such advice, the Director will arrange a conference of the person(s) raising the dispute and such person(s) as the Director deems to be involved in the matters arising. Such conference will normally take place within five working days of the advice.

(ii) Where the discussions at that conference appear to require further consideration, the consideration may continue. Such discussions or considerations will not normally extend beyond five working days from the date of that initial meeting. A staff member may be either represented or assisted by a representative of their choice in accordance with this Agreement during all parts of this dispute process.

(iii) The Director, Human Resources can recommend conciliation to the parties for resolving some or all of the issues. Where the parties agree, conciliation will be conducted on an agreed schedule. The conciliation process will be without prejudice to the operation of the processes of this clause.

(b) Where a dispute is not resolved through the processes described above, at the request of either party to the dispute, the matter will be referred to a member of the University Executive. The member of Executive will meet with the staff member, their representative (where chosen) and the Director, Human Resources or nominee to try to resolve the matter within 10 working days. Any resolution will be in the form of a written agreement.

(i) Until the procedures described in clause (b) have been exhausted

- work will continue in the normal manner; no industrial action will be taken by either party to the dispute; and management will not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute, and the subject matter of the dispute will not be taken to the Fair Work Commission (FWC) by the parties to the dispute (except in the case of any matter where the time limit of notification would otherwise expire).

(c) In the event that the dispute remains unresolved by the process specified in clauses (a) or (b), the matter may be referred to FWC by any party to the dispute.

(i) FWC is empowered by this Agreement to settle and determine any dispute over matters covered in this Agreement. The parties to the dispute will be bound by the determination of the FWC.

(ii) Where FWC determines that it has jurisdiction to arbitrate, FWC may resolve the dispute by the process of conciliation and/or arbitration. The parties to the dispute agree to be bound by the determination of FWC.

(iii) Where FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009, as amended from time to time. Where FWC determines that it does not have jurisdiction to arbitrate, the parties to the dispute agree to consider all recommendations made by FWC during conciliation, to resolve the dispute.

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

2. Appointment

Appointments will only be made within the definitions provided by this clause, and under the general principle that staff can be expected to undertake duties which are appropriate to their capacities and classification level. All appointments (except casual appointments) are subject to the probation and termination provisions of this Agreement. All appointments will be made on the basis of merit.

Upon engagement, a staff member will receive an instrument of appointment which will stipulate the type of appointment and informs the staff member of the terms of appointment at the time of appointment in relation to:

(a) The classification level and salary of the staff member on commencement of employment, and the hours or the fraction of the full-time hours to be worked;

(b) For fixed-term staff the term of the employment;

(c) For casual staff, a statement that additional directed duties required during the appointment will be paid for;

(d) For any staff subject to probationary employment, the length and terms of probation;

(e) Other main conditions of employment including sources for which such conditions are derived and the reporting relationship to apply upon appointment that can be ascertained.

2.1 Full-time appointment

Full-time employment is where the staff member's principal employment is with the University and where the employment is for the maximum number of hours per week where specified for the type of appointment. Full-time employment may be ongoing or fixed-term.

2.2 Fractional appointment

A fractional staff member is employed for a regular period each week, which is less than a full-time appointment. Fractional employment may be ongoing or fixed-term. In addition, a fractional appointment can be for certain parts of any year or across specified work cycles during the year. A fractional staff member will be paid on a proportionate basis to the full-time equivalent staff member and will be entitled to leave provisions on a proportionate basis.

2.3 Ongoing appointment

Ongoing appointment is employment for an indefinite period. An ongoing appointment is subject to probation, termination and redundancy provisions in this Agreement.

2.4 Fixed-term appointment

(a) A fixed-term appointment is an appointment for a specified term or ascertainable period for which the appointment has specific starting and finishing dates upon which the term of the employment will expire (or instead of a finishing date, will specify the circumstances or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). The use of fixed-term appointments is limited to the appointment of a staff member engaged in accordance with clause 2.6 or for work activity that comes within the description of one or more of the following circumstances:

(i) 'Specific task or project' means a definable work activity which has a starting date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it could include the following: a period of employment provided from identifiable funding external to the University, 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.

(ii) 'Research' means work activity by a person engaged on research only functions for a contract period not exceeding 5 years.

(iii) 'Replacement staff member' means:

- undertaking work activity replacing a staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

- performing the duties of: a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a staff member is engaged for the vacant position or vacant higher duties position as applicable.

Upon notification of the return of the incumbent staff member due to unforeseen circumstances, including the early return of a staff member on parental leave, replacement staff may be terminated with the provision of four weeks' notice.

(iv) 'Recent professional practice required' means where a 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-term contract not exceeding two years.

(v) 'Pre-retirement contract' is where a staff member 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.

(vi) 'Fixed-term contract employment subsidiary to studentship' is 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 sub 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:

- such fixed-term contract employment will be 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 that an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

(vii) 'Apprenticeship or Traineeship' is a staff member employed pursuant to apprenticeship or traineeship approved by the relevant State authority.

(b) A fixed-term appointment is subject to the probation and termination provisions for unsatisfactory performance and serious misconduct. Where the University determines that the work is no longer required during the contract period, the staff member will receive payment equivalent to the remainder of the contract, and where applicable, any relevant severance payment.

(c) Where a fixed-term staff member has been engaged to undertake work for the purposes of 2.4(a)(i) or (ii) above for two or more consecutive fixed-term appointments over a period of five years or more, and they have been employed through a merit-based selection process, they will be eligible to apply for conversion to an ongoing position, provided their performance has been assessed as satisfactory, and there is an ongoing need for the work to be done by that staff member.

(d) The University may decline a request for conversion where the work is not required to be done on an ongoing basis, or where funding for the position is not expected to continue.

(e) Where a position is converted to an ongoing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or they have been employed for a period at least equal to the probation requirements for the position, and they were appointed through a merit selection process. Where a person has served less than the probation period and was appointed through a merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed-term basis.

(f) Where a position is maintained on a fixed-term basis and the incumbent was appointed through a merit selection process, the incumbent will be offered another appointment except where it is demonstrated that the staff member's performance has been unsatisfactory.

2.4.7 Payment of severance

(a) Severance will be payable, for all staff appointed on a fixed-term contract where the staff member is appointed on a second or subsequent fixed-term appointment as follows:

TYPE OF CONTRACT	PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Replacement Staff	No Entitlement to Severance	Nil
Pre-retirement		
Studentship		
Apprenticeship or Traineeship		
Recent professional practice		
Teaching Fellowships		
Specific task or Project Research	Less than 1 year	Nil
	1 year but less than 4 years	4 weeks pay
	4 years but less than 5 years	5 weeks pay

5 years but less than 6 years	6 weeks pay
6 years but less than 8 years	7 weeks pay
8 years but less than 9 years	8 weeks pay
9 years but less than 10 years	9 weeks pay
10 years and over	12 weeks pay

(b) Severance pay is paid only when the staff member seeks to continue the employment, and when there is no further offer of employment for a reasonably related appointment.

(c) The University may defer the payment of severance pay for a maximum of four weeks after the expiry of a fixed-term appointment, where the University may offer further employment within six weeks of the expiry of the staff member's fixed-term appointment, and where the staff member is advised of this in writing.

(d) Breaks between appointments of up to two times per year and of up to six weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.

(e) If the staff member obtains an acceptable alternative position within the University within six weeks of the expiry of the fixed-term appointment, the severance payment prescription may be varied.

2.5 Casual appointment

(a) Casual appointments are normally offered where there is a need to engage additional staff where the work is irregular, to cover a short-term absence, to provide industry or professional experience or to provide postgraduate opportunities. Casual staff are engaged by the hour and paid an all-purpose hourly rate which includes a loading of 25 per cent, in lieu of benefits available to ongoing and fixed-term staff, and is derived from the fortnightly salary applicable to the appropriate classification.

(b) The University does not intend to disproportionately increase the percentage of staff employed on a casual basis during the life of the Agreement.

(c) The fundamental feature in the offer and acceptance of a casual appointment is that there is no expectation by the staff member or the University that there will be any employment beyond the appointment offered. A casual appointment may be terminated by either the University or the staff member on one hour's notice and the requirements in the provisions in this Agreement for managing unsatisfactory performance, misconduct and serious misconduct and ill health do not apply.

(d) A casual staff member will not normally be employed to work more than the corresponding full-time hours prescribed for the classification. Casual staff are not entitled to the benefit of any paid leave entitlement in Part 6 of this Agreement except long service. A casual staff member is entitled to unpaid leave for sick, carers', parental, bereavement/compassionate, jury service, and state emergency call out purposes.

2.5.1 Casual Academic staff

(a) Casual Academic staff are appointed to undertake specific duties and may be engaged for relatively few hours, such as for part of a course. Casual Academic staff will be paid in accordance with Schedule 4. Casual Academic staff employed over two consecutive semesters can voluntarily participate in Performance Planning and Review.

2.5.2 Casual Professional staff

(a) Casual Professional staff are paid for a minimum of three consecutive hours for each attendance. In instances where an individual's primary occupation is elsewhere or with the University or the person is a University student, including Library Shelves, they will be paid for a minimum of one hour for each attendance. Exam invigilators will be paid a minimum of two hours for a one hour exam. In order to meet personal circumstances, a casual staff member can request a minimum engagement of less than three hours where this is suitable to the staff member and the University.

(b) Should a casual Professional staff member be engaged on a regular and systematic basis in the same or similar position and same classification either for 12 months at 50% of ordinary working hours, or for at least 24 months the casual can apply in writing for conversion. The University will not unreasonably refuse an application for conversion to a fractional or full-time appointment. However, the University may refuse an application on reasonable grounds, which includes, but is not limited to: that the casual staff member was recently a student, a genuine retiree, is employed elsewhere in the University, does not meet minimum requirements for the position, work will cease to be required or will be performed by non-casual staff within 26 weeks of a conversion application, the staff member does not meet the essential requirements of the position or the work is ad hoc, intermittent, unpredictable or involves hours that are irregular. If the University refuses the application, it must provide written reasons for the decision.

(c) Staff converted will not have their casual service count as service for calculating any other entitlements except long service leave and parental leave.

2.6 Teaching Fellowship

(a) A casual academic staff member who has been engaged on a regular and systematic basis for the same or similar work and that work is expected to continue, may apply for a Teaching Fellowship on a fractional basis for a fixed-term of a minimum of 12 months and up to a maximum of three years on the following conditions:

(i) The staff member has held a casual academic appointment at USC for at least the last four semesters, delivering an average of at least five hours of lectures and/or tutorials per teaching week during each semester;

(ii) The workload allocation will be 75% teaching and teaching-related duties, and 25% scholarship of teaching, research and/or engagement as agreed with the supervisor;

(iii) The staff member must hold a relevant PhD qualification, or a relevant Masters qualification and/or be enrolled in and progressing toward a relevant PhD.

(b) Teaching Fellows may be required to teach in more than two semesters in any one calendar year. The maximum number of hours face-to-face teaching will be 16 hours per week.

(c) Staff appointed to a Teaching Fellowship will be subject to the normal processes for probation, promotion and Performance Planning and Review (PPR).

(d) Appointments under this clause will normally be at Academic Level A or Level B and will normally consist of work previously undertaken by casual academic staff.

(e) At the conclusion of the Teaching Fellowship appointment, the incumbent will be offered ongoing employment in accordance with Clause 8.2.2, subject to the following:

(i) The staff member must hold a relevant PhD qualification;

(ii) The staff member's performance must be satisfactory;

(iii) The staff member must be able to demonstrate they meet the requirements of an Academic Level A or Level B position; and

(iv) The work of the proposed position will not cease to be required within the next three years.

(f) Casual service for casual academic staff who are offered conversion to a Teaching Fellowship will not count as service for calculating any other entitlements except long service leave and parental leave.

2.7 Multiple modes of appointment

(a) In most cases, a staff member will be employed under a single contract of employment. It is recognised however that, from time to time, full-time and fractional staff may also voluntarily engage in other casual employment with the University, in addition to their normal duties, with the approval of their substantive Cost Centre Manager.

(b) In the case of full-time staff, the staff member will be required to make up any scheduled ordinary hours not worked in their full-time appointment. This does not exclude work in their full-time employment which attracts overtime or penalty arrangements.

3. Remuneration

3.1 Salary increases

(a) This Agreement provides for salary increases in the following instalments:

- 2% effective from 16 March 2019 (already paid)
- 2% effective from 14 March 2020
- 2% effective from 13 March 2021
- 2% effective from 12 March 2022

(b) The salary increases are only payable to staff employed at the University on the date the relevant salary increase becomes due.

3.2 Superannuation

(a) The nominated Superannuation fund for the University is UniSuper. The University will maintain all superannuation arrangements and entitlements, including employer contribution rates, in effect at the date of certification of the Agreement.

(b) The University will increase employer contributions to 17% for all fixed-term staff who are eligible for superannuation under the Superannuation Guarantee Administration Act 1992 from the first full pay period immediately following 12 March 2022.

(c) A staff member in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that employee not been on authorised leave without pay. Such payments will be funded by the staff member.

3.3 Salary Packaging

Salary Packaging is available to staff (excluding casuals) holding an appointment of twelve months or more.

3.4 ELICOS teaching staff

Specific provisions for ELICOS Teaching staff are set out in Schedule 3. Except where provided for in Schedule 3 the provisions that apply to Professional staff apply to ELICOS Teaching staff.

4. Hours of work

4.1 Attendance of Academic staff

Academic staff will work hours and attend on campus as required for the performance of their duties, however, the University recognises that academic staff also require periods away from their designated workplace. Patterns of attendance for academic staff are to be discussed and agreed in Performance Planning and Review (PPR) discussions.

4.2 Attendance of Professional staff

(a) The ordinary hours of work for Professional staff are 36.25 hours each week, normally 7.25 hours per day, to be worked within a work cycle not exceeding five consecutive days. Hours in excess of 7.25 per day may be worked as flexible working arrangements.

(b) These ordinary hours may be worked on any consecutive days in the week, Monday to Friday inclusive, provided that the ordinary hours are to be worked between 6:00 am and 6:00 pm, with the exceptions of:

(i) Staff on Student IT Help desks who work between 7.00 am to 9.00 pm, Monday to Sunday;

(ii) Staff in Information Technology Services that are required to attend prior to 6am for regular maintenance;

(iii) Staff in Laboratory Support who work between 6:00am and 9:00pm;

(iv) Staff in Sport who work between 6:00am and 9:00pm, Monday to Sunday;

(v) Staff on Library Service Desks who work between 7:00am and 9:00pm, Monday to Sunday;

(vi) Staff in Catering and Events who work between 6:30am and 10:30pm, Monday to Sunday;

(vii) Staff in Information Services, Marketing and External Engagement Student Ambassadors and USC International Activity Assistants who work between 7:00am and 11:00pm, Monday to Sunday.

(c) Non-casual staff hired to work weekends and engaged in accordance with clause 4.2(b) will be paid at the ordinary rate plus 50% of their total weekend hours. Any eligible staff member who works in excess of 36.25 hours per week will continue to receive overtime payments.

4.2.1 Rest pauses and meal break

(a) Staff will take two ten minute rest pauses, one in each half of the day, included in working hours. Rest pauses will be taken at times to suit the convenience of the work area.

(b) Staff are to take an unpaid meal break commencing not earlier than 3 hours and not later than 5 hours from commencement of duty (including rest pause) ranging from a minimum of 30 minutes to a maximum of 2 hours duration, with prior approval from the work area.

4.2.2 Overtime

(a) Professional staff employed at or below Level 7 are eligible for payment of overtime penalty rates for additional hours worked at the request of their supervisor and approved in advance of the overtime being worked. Overtime is payable for work performed in excess of the standard 36.25 hours per week or for work in excess of 10 hours on any one day.

(b) Overtime will be calculated to the fifteen minute interval. Minimum call out for overtime will be two hours and in the interests of health and efficiency, staff should not be required to work more than 3 hours overtime (exclusive of a meal break) on any day unless special circumstances exist. Overtime and meal allowances during overtime will be paid in accordance with Schedule 2.

4.2.3 Flexible hours arrangement

(a) The flexible hours arrangement provides staff (excluding shift workers) and the University flexibility to achieve a better balance between the personal lives and working times of staff, while giving priority to the University's operational needs and the maintenance of acceptable workflows.

(b) The flexible hours arrangement allows for staff to accrue time as 'flex-time', on an hour for hour basis, that can then be taken as time off work without loss of pay at a later date. Accumulated credit time is calculated over a four week work cycle, normally to a maximum of fourteen hours and thirty minutes, and the maximum carry over between the four week work cycle will normally be ten hours. Staff cannot accumulate flex-time unless work is available to be performed during the four week cycle and the work is actually performed. Supervisors will not unreasonably refuse a request for a flexible hours arrangement.

(c) The flexible hours arrangement is available to all Professional staff excluding casual staff and staff employed on a shift basis. The flexible hours arrangement may be worked in lieu of the ordinary hours of work provided for in Clause 4.2.

4.3 Emergency call out

A Professional staff member, who is required by a duly authorised officer of the University to return to duty or work in the event of an emergency with or without notice, will be entitled to payment of overtime and penalty rates and to a minimum payment of two hours at call out rates.

5. Performance management

The University's performance management scheme comprises several key elements: probation, performance planning and review, staff development, rewarding performance including promotion, and managing unsatisfactory performance, misconduct and serious misconduct, and ill-health and will operate in accordance with the relevant policies. Management of unsatisfactory performance, misconduct and serious misconduct and ill health will operate in accordance with the terms of this Agreement.

5.1 Probation

(a) All staff employed in ongoing or fixed-term appointments will normally undergo a probationary period. Probationary staff are not subject to the provisions of clauses 5.6 and 5.7. The probationary period is set prior to commencement of A probationary period will not be required for a fixed-term staff member on a second or subsequent reasonably contiguous appointment in a position of the same or similar duties.

(b) The length of the probationary period will be determined following consideration of the period of time required to enable both the University and the staff member to evaluate employment suitability and for the staff member to demonstrate performance and outcomes across the range of duties and expectations prescribed to the position and the probation plan.

(c) The maximum period of probation will be:

(i) Professional positions — twelve months

(ii) Academic positions — three years

(d) As soon as possible after commencement of employment, the new staff member meets formally with their supervisor to discuss and develop a probation plan.

5.1.1 Termination of probationary employment

(a) The VCP or authorised officer can dismiss a staff member on probation provided that:

(i) the staff member is serving a reasonable probationary period decided upon and notified to the staff member in advance;

(ii) the staff member has not met the requirements of the position as set out in the probation plan mutually developed with their supervisor;

(iii) the probation process has been followed; and

(iv) notice of dismissal is given in writing.

(b) A staff member or the University can terminate probationary employment by providing the following notice:

(i) Academic staff — sixteen weeks

(ii) Professional & ELICOS Teaching staff — two weeks

(c) No notice will be provided where a staff member is dismissed during probation for serious misconduct. Notice may be given, paid in lieu or forfeited.

(d) Where there is a recommendation to terminate the employment of a probationary staff member, the staff member will be advised of the recommendation including any adverse material about the staff member upon which the recommendation is based. If any meeting is held where the performance of a probationary staff member is to be discussed and which may concern the possible termination of a probationary staff member, the staff member may be accompanied by their nominated representative. The staff member will be entitled to respond to the recommendation, and the response will be taken into consideration by the VCP or authorized officer when considering the recommendation to terminate.

5.2 Staff development

Staff development is a process through which staff continue to learn and expand their capacity to be effective in their work. It can involve a range of formal and informal activities including study, attendance at courses, job rotation, professional development programs and supervisory training and other job training. All staff are required and encouraged to take responsibility for their own learning, to develop goals and to assist in developing other staff.

5.2.1 Professional Development Program (PDP)

(a) Approval may be granted to undertake research, scholarly or professional activities where, in the opinion of the PDP Committee, such activities contribute to the development of the staff member and the achievement of the University's strategic goals.

(b) All full-time and fractional staff (0.5 time fraction and above) with a minimum of three years continuous service at the University are eligible to apply for PDP. Fixed-term staff will not be granted PDP unless there is sufficient time remaining in their current fixed-term

appointment to ensure a return to the University from PDP for a period not less than the period of absence. PDP will not extend the term of the fixed-term appointment.

5.2.2 Academic Sabbatical

Academic staff with an ongoing appointment may request a release from all teaching and teaching-related duties in order to undertake research or scholarship in teaching. The request for release will be for a maximum period of four months, as agreed to by the Cost Centre Manager, and must be supported by a proposal outlining expected outcomes and achievements.

5.2.3 Study assistance

(a) Financial assistance and leave to attend classes and examinations may be granted to eligible staff enrolled in an approved course at USC. Courses not available at USC may also be supported on the approval of the relevant Cost Centre Manager. Staff (excluding casuals) holding an appointment of twelve months or more are eligible to apply for study assistance.

(b) There are three categories of study assistance that determine the level of financial assistance and leave available to staff to undertake study.

(c) Category A applies where a staff member is required to enroll in a particular program as a condition of their employment. This condition will be explicitly stated in the staff member's written offer of appointment or other formal correspondence.

(d) Category B applies where the program of study will directly contribute to the staff member's performance of duties and is consistent with the qualifications and training level reflected in the classification standards of their substantive position or anticipated future duties at the University.

(e) Category C applies where the program of study will generally contribute to the staff member's performance in their substantive position or contribute, by being relevant to other positions in the University, to the continuing development of the individual staff member.

5.3 Performance Planning and Review (PPR)

Performance Planning and Review is an ongoing cyclical process that facilitates an active and constructive partnership between a staff member and their PPR supervisor to support the ongoing review and development of the staff member's performance within the context of the work area's plans and priorities, University Plans and the University's Strategic Plan. PPR provides a framework for regular, accurate and constructive information and feedback to staff about their performance and can identify areas for future development and improvement.

5.4 Rewarding performance

5.4.1 Incremental Progression

Incremental progression is directly linked with PPR and recognises that performance has been satisfactory and additional skills, experience and knowledge have been acquired. A staff member will advance to the next increment level on their anniversary date. Where unsatisfactory performance or misconduct or serious misconduct procedures have commenced, the increment will be withheld.

5.4.2 Accelerated Incremental Progression

Accelerated incremental progression is a mechanism to reward staff and recognise exceptional overall performance. It is normally triggered by the annual PPR discussion and therefore occurs only once a year.

5.4.3 Broadbanding of Professional Positions

Broadbanding is formal recognition that a position spans two adjoining classification levels in that it is based on job analysis, which examines and evaluates the requirements for a position. It is available for positions classified up to and including Level 10. Broadbanding can recognise the application by a staff member of additional skills to those required at their substantive classification level. At the higher level within the broadband, occupants, through experience, will have developed skills and expertise enabling them to perform more independently the full range of duties at a higher level, and more time will be spent on the more complex functions of the position.

5.4.4 Acting in Higher Classified Positions

(a) A staff member may be asked to temporarily fill a vacant higher classified position. If the staff member is in agreement, is performing all of the duties and accepting the full responsibilities of the position, they will receive an allowance in addition to their normal salary. The allowance will be equivalent to the difference between the staff member's salary and the minimum salary of the position temporarily filled and is payable provided the period worked is for:

(i) five or more sequential working days in the case of Professional & ELICOS Teaching staff; or

(ii) ten or more sequential working days in the case of academic staff; or

(iii) a regular number of days over a short period, for example, two days per week for a period of ten weeks.

(b) Where a staff member is performing a percentage of the duties and limited responsibilities of the higher position, the allowance will be a percentage of the difference between the staff member's salary and the minimum salary of the classification of the position temporarily filled. An allowance payable under this clause will be regarded as salary for the purposes of calculating all other types of allowances including overtime.

5.4.5 Professional Position Reclassification

(a) Reclassification occurs when the evaluation of a position description for an established position determines that the position should be classified at a level other than that at which it is currently classified. The classification of a position description is based on the qualifications or training, supervision, judgement, independence, and problem solving, organisational knowledge, task level and typical activities required to perform the key responsibilities of the position, and does not incorporate any assessment of the personal attributes or performance of the occupant of the position.

(b) A Cost Centre Manager or a staff member may request the re-evaluation of a position in accordance with the Guidelines for the Job Evaluation of Professional Positions. A request for evaluation of a position does not normally occur unless the staff member has completed a Performance Planning & Review (PPR) discussion with their supervisor within the last twelve months and evaluation of a position does not normally occur more than once in any twelve month period.

(c) Should a staff member or the Cost Centre Manager not agree with the outcome of the evaluation, the matter may be referred for review to a member of University Executive that is not responsible for the work area. Written submissions can be made and the review will be conducted as expeditiously as practicable.

5.4.6 Academic Promotion

To be promoted is recognition that a staff member is consistently performing and achieving at a higher level than that to which they are currently appointed. Promotions take effect from 1 January in the year following the annual call for applications.

5.5 Abandonment of employment

Where a staff member is absent without prior notice or approval from the workplace in excess of 5 days and they fail to advise the reason or duration for the absence they may be considered to have abandoned employment and may lead to the termination of employment.

5.6 Unsatisfactory performance

Informal Meeting

(a) Where a supervisor or Cost Centre Manager is of the view that the performance of a staff member is unsatisfactory, the staff member will be counselled on the nature of the improvement required and the time within which reasonable improvement can be expected.

(b) Where appropriate, the staff member may be directed to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.

(c) A record of the counsel given will be kept and a copy supplied to the staff member concerned.

(d) The supervisor will withhold an annual salary increment from the staff member for the duration of the unsatisfactory performance process.

Formal Meeting

(e) Where a supervisor or Cost Centre Manager believes that counselling has not produced the desired improvements in performance, the staff member will be advised in writing as to the areas of performance that are considered unsatisfactory, the nature of the improvement required, the time within such improvement must occur, the date proposed for a review of the specific areas of performance, the availability of any relevant development or other resources to assist the staff member in improving, and the possible consequences, including dismissal, of unsatisfactory performance.

(f) No earlier than the date set in the written advice specified in the above clause, the supervisor or Cost Centre Manager will review whether or not the required improvement in the staff member's performance has been made.

(g) Where the supervisor or Cost Centre Manager is satisfied that the required improvements have been made, the staff member will be advised, in writing, and no further action will be taken under this clause.

(h) Where the supervisor or Cost Centre Manager believes that the performance of the staff member continues to be unsatisfactory, the Cost Centre Manager will advise the relevant Executive Member and provide them with a written report outlining the areas of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action in accordance with the following clause. A copy of this report will also be provided to the staff member who will have ten working days to respond to the report, including reasons why disciplinary action should not be taken.

(i) On receipt of the report and the staff member's response the relevant Executive Member may then decide to take no further action or refer the matter to the VCP, or nominee, who may then decide to take disciplinary action as follows:

(i) formal censure or counselling; or

(ii) demotion by one or more classification levels or increments; or

(iii) withholding of an increment; or

(iv) termination of employment.

(j) The VCP, or nominee, will advise the staff member in writing of any decision. Such a decision will take effect no earlier than ten working days from the date of the VCP's, or nominee's, written advice and the VCP's, or nominee's, decision will be final.

(k) Before the VCP takes any action under clause 5.6(i), an independent review of the process will be undertaken to ensure the principles of procedural fairness have been applied, including whether there were any mitigating circumstances and appropriate timeframes applied through the process, and a report will be provided to the VCP and the staff member.

(l) The independent review will be undertaken by an Independent External Reviewer, appointed by the VCP from a pool of suitably qualified Independent Reviewers. The pool of Independent External Reviewers will be jointly chosen by the University and Union. Either party may veto a second use of a particular reviewer on the basis of concerns about their fairness.

(m) Where the Independent External Reviewer determines that procedural fairness has not occurred, the VCP will ensure the steps of procedural fairness are undertaken before any disciplinary action is taken by the VCP.

(n) The staff member may choose to be assisted by a representative, in accordance with this Agreement, throughout the unsatisfactory performance process outlined above.

5.7 Misconduct and serious misconduct

(a) Before the VCP takes disciplinary action against a staff member for reasons amounting to misconduct or serious misconduct, the University will investigate the alleged behaviour and provide an opportunity for the staff member to respond to the allegations within ten working days.

(b) The staff member will be advised of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them. The findings of the investigation will be provided to the VCP.

(c) At the time of notifying the staff member under clause (b), if the VCP is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to require the University to continue employment during a period of notice, the VCP may suspend the staff member with or without pay. The VCP may direct that salary be paid on the grounds of hardship or the staff member may engage in paid external employment or access leave entitlements for any period of suspension without pay.

(d) If the VCP determines that there has been no misconduct or serious misconduct, the VCP will immediately advise the staff member in writing, and any lost income from a suspension without pay will be reimbursed.

(e) Where the VCP is of the view that the conduct amounts to misconduct or serious misconduct the VCP will advise the staff member in writing of any decision and the operative date of any disciplinary action, which can include:

- (i) formal censure or counselling; or
- (ii) demotion by one or more classification levels or increments; or
- (iii) withholding of an increment; or
- (iv) termination of employment (for serious misconduct only).

(f) Before the VCP takes any action under clause 5.7(e), an independent review of the process will be undertaken to ensure the principles of procedural fairness have been applied, including whether there were any mitigating circumstances, and a report will be provided to the VCP and the staff member.

(g) The independent review will be undertaken by an Independent External Reviewer, appointed by the VCP from a pool of suitably qualified Independent Reviewers. The pool of Independent External Reviewers will be jointly chosen by the University and the Union. Either party may veto a second use of a particular reviewer on the basis of concerns about their fairness.

(h) Where the Independent External Reviewer determines that procedural fairness has not occurred, the VCP will ensure the steps of procedural fairness are undertaken before any disciplinary action is taken by the VCP.

(i) The VCP's decision will be final.

5.7.1 Serious Misconduct in Research

(a) Any allegation of serious misconduct or misbehavior in research will be considered by the VCP. If the VCP believes such allegations warrant further investigation the VCP will:

- (i) Notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them;
- (ii) Require the staff member to submit a written response within ten working days.

(b) At the time of notifying the staff member under clause (a), if the VCP is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to require the University to continue employment during a period of notice, the VCP may suspend the staff member with or without pay. The VCP may direct that salary be paid on the grounds of hardship or the staff member may engage in paid external employment or access leave entitlements for any period of suspension without pay.

(c) Where a suspension without pay has been imposed and the matter is subsequently referred to a Review Committee, the VCP will ensure that the Review Committee at its first meeting determines whether suspension without pay should continue. The Review Committee will provide advice to the VCP as to whether the suspension without pay should continue. During any period of suspension the staff member may be excluded from the University, provided that the staff member will be permitted reasonable access to the University for the preparation of the staff member's case and to collect personal property.

(d) If the allegations are denied in part or in full by the staff member, the VCP will give due consideration to the staff member's response. If the VCP determines that there has been no research misconduct or serious misconduct, the VCP will immediately advise the staff member in writing and any lost income arising from a suspension without pay will be reimbursed. However, if the VCP determines that the allegation/warrant further investigation, the VCP will refer the matter to a Review Committee to provide advice to the VCP.

(e) The Review Committee will comprise a Chair agreed by the Vice-Chancellor and the Union local branch president, a nominee of the Vice-Chancellor and a staff nominee of the Union. The Committee will be established by the Vice-Chancellor (or nominee) and will meet as soon as practicable. The Committee will act in accordance with Schedule 5.

(f) The Review Committee will investigate the allegations and make findings as to whether or not research misconduct or serious misconduct has occurred and recommend what disciplinary action, if any, should be taken. The Review Committee will consider any mitigating circumstances when recommending disciplinary action. The Review Committee will provide a report to the Vice Chancellor, normally within 10 days from the establishment of the Review Committee.

(g) If the allegations are admitted in part or full by the staff member or the staff member fails to submit a written response, or on receipt of a Review Committee Report, and the VCP is of the view that the conduct amounts to misconduct or serious misconduct, the VCP will advise the staff member in writing of any decision and the operative date of any disciplinary action, which can include:

- (i) formal censure or counselling; or
- (ii) demotion by one or more classification levels or increments; or
- (iii) withholding of an increment; or
- (iv) termination of employment (for serious misconduct only).

(h) The VCP's decision will be final.

5.8 Managing ill health

5.8.1 Workplace Rehabilitation

(a) If a staff member becomes ill or injured, workplace rehabilitation may be available regardless of whether the injury or illness is work related, as early return to work through a formal rehabilitation program benefits both the injured or ill staff member and the University.

(b) Workplace rehabilitation will commence as soon as possible from the time of injury or initial treatment and will incorporate an accurate medical assessment and advice and may involve rehabilitation professionals.

5.8.2 Ill Health Termination

(a) The VCP may require the staff member, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University and at the University's expense. The VCP will provide the staff member with written notice of not less than four weeks that a medical examination is required.

(b) Where the staff member applies to UniSuper, prior to the expiry of the period of notice, for a permanent disablement or temporary incapacity benefit in accordance with the rules of UniSuper, the requirement for a medical examination under sub-clause (a) will lapse immediately and no further action will, subject to sub-clause (c), be taken by the VCP under this clause.

(c) Where UniSuper approves a staff member's application for a permanent disablement benefit, the staff member will be deemed to have terminated their employment.

(d) Where UniSuper decides that the staff member, following a period of receipt of a temporary incapacity benefit, is capable of resuming work and the VCP elects to dispute this decision, the VCP can proceed under this clause without further recourse to the provisions of sub clause (b).

(e) A copy of the medical report made by the medical practitioner in accordance with subclause (a) will be provided to the VCP and staff member. Within fourteen days of the medical practitioner's report being made available, the staff member may request the review of the medical report by another medical practitioner chosen by the staff member and agreed to by the University.

(f) If the medical examination reveals that the staff member is unable to perform their assigned duties and is unlikely to resume them within twelve months, the VCP may terminate the employment of the staff member under the notice required by this Agreement or offer the staff member the opportunity to submit a resignation.

(g) Where a staff member affected by this clause resigns due to medically certified ill health, the number of years of continuous service required to have been completed by the staff member before being entitled to accrued long service leave will be five years.

(h) The VCP may construe a failure by a staff member to undergo a medical examination under these procedures within four weeks of a written notification to do so, as evidence at face value that such a medical examination would have found that the staff member is unable to perform assigned duties and is unlikely to be able to resume assigned duties within twelve months, and may act accordingly.

(i) In making an assessment as to whether or not a staff member is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed under sub-clause 5.8.2 a) or e) will as far as possible apply the same standards as are used by UniSuper in determining qualification for the payment of a permanent disablement benefit.

6. Leave

6.1 Absence from duty

Where a staff member is absent without prior notice and approval from the workplace, they will notify their supervisor immediately of the reason for and the expected duration of the absence.

6.2 Recreation leave

(a) Full-time staff are entitled to paid recreation leave, with an additional 17.5% loading, at the rate of four weeks each year. Recreation leave accumulates progressively during the year. Fractional staff are entitled to recreation leave on a proportionate basis. Where a staff member's leave entitlement equals or exceeds six working weeks, the staff member's supervisor can direct the staff member to take at least two working weeks of the leave entitlement within a three month period from the date of direction. The supervisor must give at least two months' notice to the staff member of such direction.

(b) Leave loading is equal to 17.5% of salary for the period of leave accrued and is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, overtime and penalty rates). Leave loading will be payable in the pay period immediately prior to Christmas.

(c) A staff member who has accumulated an equivalent of six weeks recreation leave may request to have a proportion of their recreation leave paid out. Where a staff member requests a pay out of recreation leave, a recreation leave entitlement equivalent to four weeks leave must be retained, and the staff member must demonstrate they have taken a period of recreation leave equivalent to the amount to be paid out in the preceding 12 month period. The maximum amount of recreation leave to be paid out in any calendar year will be two weeks.

6.3 Sick leave

(a) Full-time staff are entitled to paid sick leave for up to ten working days per year. Fractional staff members are entitled to paid sick leave on a proportionate basis. Sick leave is available twelve months in advance during the first year of service, and then accrues on a proportionate, cumulative basis.

(b) A staff member absent from work through illness must advise their supervisor as soon as practicable on the first day of absence. Applications for sick leave of four or more days must be supported by a certificate from a medical practitioner stating the nature of the illness and the period or approximate period for which sick leave is required. When a staff member is ill for three consecutive days whilst on recreation or long service leave, supported by a certificate from a medical practitioner no deduction of recreational or long service leave credits will be made for the period of illness. No re-credit will be granted to a staff member on recreation or long service leave immediately prior to retirement, resignation or termination of employment.

(c) A supervisor can request a staff member with a proven regular pattern of sick leave to provide a medical certificate for any sick leave taken in the six months following the supervisor's request. Staff who have used their full entitlement of sick leave, when supported by satisfactory medical certification, can access sick leave without pay. Where a staff member chooses, recreation leave entitlements may also be accessed.

(d) Where a supervisor has concerns about a staff member's ability to perform their normal duties on their return from a period of sick leave, they can request that the staff member provide a medical clearance certifying that the staff member is fit to resume normal duties.

6.4 Carer's leave

(a) Carer's leave is available for a staff member's absence to provide care and support for a member of their immediate family or household under their care when they are ill. A full-time staff member is entitled to up to five days paid carer's leave per year. Fractional staff will be entitled to carer's leave on a proportionate basis. Carer's leave is non-cumulative. Proof of leave for four or more days must be supported by a medical certificate from a medical practitioner or a statutory declaration stating the illness of the person concerned. In addition, a staff member is entitled to use any sick leave entitlement.

(b) A staff member may elect, with the approval of the supervisor, to take leave without pay, recreation leave, or hours accumulated under the flexible hours arrangement for the purposes of providing care to a member of their immediate family or household who is ill.

(c) Casual staff are entitled to unpaid leave of up to two days per occasion and must supply a medical certificate from a medical practitioner or via a statutory declaration stating the illness of the person concerned.

6.5 Bereavement / Compassionate leave

(a) Full-time and fractional staff members may be granted up to two days paid bereavement/compassionate leave on full pay, per occasion, when a member of their immediate family or a member of their household:

- (i) contracts or develops a personal illness that poses a serious threat to their life; or
- (ii) sustains a personal injury that poses a threat to their life; or
- (iii) dies.

(b) For a death outside Australia, staff are entitled to an additional two days paid bereavement leave for travel purposes. A staff member can be required to show supporting evidence.

(c) Casual staff may be granted bereavement/compassionate leave on an unpaid basis as described above.

6.6 Public holidays

(a) Staff are entitled to the following holidays, without loss of pay:

- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) The following days as prescribed in the relevant states, territories and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- (iii) Any additional day as observed in the State of Queensland.

(b) Substitute days:

- (i) When Christmas Day or Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December and/or 28 December respectively.
- (ii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday.
- (iii) Where in Queensland, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.

6.7 University holiday - Christmas / New Year close down

Any work day between Christmas Day and the next New Year's Day, which is not a public holiday, will be treated as a day off without loss of pay or recreation leave credits.

6.8 Leave without pay

Leave without pay from employment with the University may be granted at the discretion of the supervisor and normally only after all recreation leave credits have been exhausted. If a continuous period of leave exceeds ten working days, the period of leave is not recognised as service for the purpose of calculating any entitlements. Superannuation payments are not made by the University for periods of leave without pay. For leave in excess of four weeks, the staff member's increment date is changed by the total period of leave. Public holidays which fall in the period of leave without pay form part of the leave. Leave may not be granted in broken periods separated by public holidays or by periods of long service or recreation leave.

6.9 Long service leave

(a) Staff who complete ten years continuous service are entitled to paid long service leave at the rate of 1.3 weeks per year and a proportionate amount for an incomplete year. Staff are to make an application for Long Service Leave at least six months prior to taking a period of long service leave. If less than six months notice is given, it is at the supervisor's discretion to approve the leave. Leave is normally taken in blocks of not less than four weeks.

(b) The University can direct a staff member with long service leave accruals exceeding eighteen weeks to proceed on long service leave for up to three months, at a time convenient to the needs of the University.

(c) A staff member who has an entitlement to long service leave may request to have a proportion of their long service leave paid out. Requests for the payment of long service leave must be for a minimum of four weeks and will be limited to one request per calendar year. Where a staff member chooses to have a proportion of their long service leave paid out they must retain a minimum entitlement of eight weeks.

(d) Upon termination of employment after the ten year qualifying period, staff will be entitled to receive payment in lieu of accrued long service leave credits not taken.

6.9.1 Recognition of prior service for long service leave

(a) The University will recognise up to five years long service leave credit for previous employment with another Australian university, the Commonwealth or State Public Service, or a Commonwealth or State Statutory Authority, provided there is no more than two months break in employment between the releasing institution and the University. The University will recognise the period of service with a releasing institution for which the staff member has received neither long service leave nor pay in lieu and for which employment involved duties closely related to those duties being undertaken at the University of the Sunshine Coast. Where a staff member has received payment by a previous employer for accrued long service leave or long service leave has been taken, the University will grant pro-rata long service leave after the staff member has been employed at the University for a minimum of three years. Where prior service is recognised, any long service leave subsequently granted by the University, or payment made in lieu of such leave, will be calculated as if such service had been service with the University.

(b) To be considered, an application for recognition of prior service must be made within three months of appointment.

6.10 Parental leave

(a) Parental leave (paid and unpaid) is available, in accordance with the relevant policy, for eligible staff when they become a significant or primary carer for a new child. A period of parental leave will count as continuous service for all purposes except for calculating recreation leave entitlements and superannuation contributions which are limited to the period for which paid leave is granted. Parental leave includes:

TYPES OF PARENTAL LEAVE	PURPOSE OF THE LEAVE	MAXIMUM DURATION FOR 12 MONTHS SERVICE	PAID/UNPAID	ELIGIBLE STAFF
PAID PARENTAL LEAVE	To be the primary carer of a new child.	Twenty six weeks	Paid	Staff that have completed twelve months service excluding staff appointed on a casual basis. Fractional staff will be eligible on a proportionate basis.
ADOPTION LEAVE	To be the primary carer of a new child (up to 1 year of age).	Twenty six weeks	Paid	
PARTNER LEAVE	To be the significant carer of a new child.	Ten days	Paid	
ADOPTION LEAVE	To be the primary carer of a child, other than a new child (between the ages of 1 and 5 years).	Thirteen weeks	Paid	
UNPAID PARENTAL LEAVE	To be the primary carer of a new child.	Fifty two weeks inclusive of any paid parental leave	Unpaid	

(b) Paid parental leave is granted on the understanding that the staff member will return to work at the end of the leave period for a minimum period equivalent to the period of leave. Non-casual staff returning from paid parental leave will normally return to the position occupied immediately prior to commencement of leave. When this is not possible, the staff member will be offered another comparable position with no loss of salary, tenure or classification.

(c) A staff member taking 12 months parental leave may request an extension of a further 12 months' unpaid parental leave.

(d) Casual staff are entitled to twelve months unpaid parental leave if they have been employed on a regular and systematic basis for at least twelve months, and there is a reasonable expectation that this will continue.

6.11 Other leave

6.11.1 Special leave

Full-time staff may be granted up to three days paid special leave in special circumstances. Aboriginal and Torres Strait Islander staff, and staff from other cultural backgrounds, may be granted an additional two days special leave for cultural or religious days of observance. Fractional staff may be granted special paid leave on a proportionate basis. Special leave is non-cumulative, accrues on the anniversary of commencement and is subject to the approval of the supervisor.

6.11.2 Domestic and family violence

(a) A staff member experiencing domestic and family violence in their personal life that affects their attendance or capacity to perform their work may be granted up to 20 days per annum paid leave to attend to matters including, but not limited to:

- (i) medical appointments and legal proceedings;
- (ii) protection of children and dependents;
- (iii) other necessary actions associated with the violence.

(b) Staff may also use their accumulated sick leave to attend to necessary related matters.

6.11.3 Defence Force training

Staff who are members of the Defence Reserve Forces are entitled to leave on full pay for the purposes of attending annual training camp of up to 16 days duration or up to 18 days where certified by the relevant commanding officer.

6.11.4 Jury service

A staff member (except casuals) who is required to attend a Court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any fees paid to a staff member by reason of leave to attend jury service will be payable to the University. Casual staff are entitled to unpaid leave for the purposes of jury service.

6.11.5 National sporting events

Full-time staff selected as national competitors, officials or umpires/referees to participate in major international and national sporting competitions may be granted five days paid leave each year. Fractional staff are entitled to leave on a proportionate basis.

6.11.6 Natural disaster

Where a staff member is prevented from traveling from their usual place of residence to attend duty as a result of floods, cyclonic disturbances, bushfires or earthquakes, three days paid leave per year may be granted. Where a staff member is required to return home to ensure their own safety, protection of their family or property, or availability of transport facilities which may later be disrupted or discontinued because of weather conditions, paid leave for the remainder of the day may be granted.

6.11.7 State emergency call out

Any full-time or fractional staff member who is a voluntary member of the State Emergency Service, Voluntary Fire Brigade, or similar organisation can take paid leave during an emergency declared by a recognised authority. Casual staff can take unpaid leave.

6.11.8 Trade union leave

Subject to the operational requirements of the relevant work area, a staff member who is nominated by the Union to attend a trade union training course, seminar or development activity including Council meetings, will be granted leave with full pay for the duration of the course, seminar or activity up to a total of five days in any one calendar year. Leave is non-cumulative. A staff member taking trade union training leave is required to give the authorising officer reasonable notice of the leave of absence.

7. Termination of employment

Except for casual appointments, termination of employment will only be made in accordance with the relevant clauses of this Agreement.

7.1 Payment on cessation of employment

Upon cessation of employment, a staff member's final salary will be paid into their nominated bank account on the next available payday. The University will be entitled to deduct any monies owing by the staff member to the University from any wages due to the staff member other than monies due to the staff member in lieu of accrued leave.

7.2 Notice periods

(a) Either the University or a staff member must give the following notice:

(i) Academic staff — sixteen weeks

(ii) Professional & ELICOS Teaching staff — five weeks

(b) At the discretion of the Cost Centre Manager a shorter period of notice for resignations may be approved.

(c) At the discretion of the Cost Centre Manager, payment for University instigated terminations may be made in lieu of notice and will be calculated on the staff member's salary (including allowances and loadings) at the date of ceasing employment. Payment in lieu of notice will be at nil pay for staff on leave without pay immediately prior to their termination.

7.3 Exemptions to notice requirements

The University may terminate without notice the employment of a staff member found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue employment during the notice period. In the event of redundancy, the retrenchment package is made in lieu of any notice period.

7.4 Provisions for completion of fixed-term appointments

The University will advise, and the supervisor will discuss with, fixed-term staff about the impending termination or renewal of their contract, and this will be no later than five weeks before the end of their contract.

7.5 Redundancy provisions

(a) Where there is a need to reduce staffing, the University may identify one or more positions as redundant. The University will initiate consultation with affected staff about the reasons for the decision and about the criteria for determining redundant positions.

(b) The University will write to the staff member(s) concerned and advise that their employment will terminate due to redundancy and provide details of their retrenchment package. The retrenchment package will be calculated based on the staff member's salary at the date of cessation of employment and is provided in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit. The package will be calculated as follows:

(c) For all academic staff, and for professional staff already employed in an ongoing position at USC at the date of approval of this agreement, the package will be calculated as follows:

(i) three weeks' salary per completed year of service with the University, excluding casual service, with a minimum entitlement of 18 weeks salary and a maximum entitlement of 52 weeks' salary;

(ii) an additional 34 weeks salary;

(iii) proportionate basis payment for long service leave calculated on completed years of service;

(iv) an additional 26 weeks salary.

(d) For professional staff commencing an ongoing position at USC after the date of approval of this agreement, the package will be calculated as follows:

(i) three weeks' salary per completed year of service with the University, excluding casual service, with a minimum entitlement of 18 weeks salary and a maximum entitlement of 52 weeks salary;

(ii) proportionate basis payment for long service leave calculated on completed years of service;

(iii) an additional payment of six months' salary.

(e) Where the University has given notice of retrenchment to a staff member, a fulltime staff member will be allowed up to the equivalent one day's time off work per week without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the staff member, after consultation with the staff member's supervisor.

(f) The provisions of this clause will not apply to fixed-term or casual staff.

8. Other conditions

8.1 Indigenous employment

(a) The University is committed to increasing employment and participation opportunities for Indigenous Australians and this objective forms part of the University's commitment to reconciliation with Indigenous Australian people.

(b) The University will provide a supportive working environment for Indigenous Australians and ensure University policies, procedures and guidelines are formulated with the view of eliminating racism in the workplace and ensuring the University is culturally responsive and responsible.

(c) The University has an Indigenous Employment Strategy developed through a consultative process involving representatives from the University and the Indigenous community. The Indigenous Employment Strategy will provide the framework to deliver programs and strategies supportive of and relevant to Indigenous Australians in order to improve employment outcomes.

(d) The University will express a percentage target for increasing overall Aboriginal and Torres Strait Islander employment in the Indigenous Employment Strategy. The aim of the target is to reflect the general principle that the workforce profile of the University will be a reflection of the diversity of the larger community profile in relation to Aboriginal and Torres Strait Islander People.

(e) The University will take active measures to achieve the target contained in the Indigenous Employment Strategy which will be in accordance with those set out in the ISAG Guidelines, which is currently 3%, as amended from time to time.

(f) In addition, the VCP has established an Indigenous Advisory Committee that is responsible to the VCP for taking active measures to support the Strategy. The Indigenous Advisory Committee comprises members of the Indigenous community, members of the local community and members of staff. All indigenous members of staff are invited to participate in the Advisory Committee.

(g) The Committee will be responsible to the VCP for monitoring the employment and participation initiatives aimed at ensuring that the percentage of Indigenous Australian staff members at the University is at least that outlined in the University's Indigenous Employment Strategy.

8.1.1 Indigenous language allowance

A staff member who has a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages and is required to use the recognised language as a position requirement will be paid an allowance as specified in Schedule 2. Indigenous language means a recognised proficiency in any one of the Aboriginal and Torres Strait Islander languages.

8.2 Workloads

8.2.1 Principles

(a) In developing the workload of each staff member both the staff member and supervisor will recognise a range of factors that will influence the type, level and load of the individual staff member. The workload will:

(i) be consistent with the classification level and the skills, knowledge and attributes required of the position and the capabilities and capacity of the staff member;

(ii) be reasonable, transparent and ensure equity across the work area;

(iii) recognise roles outside work, including family responsibilities;

(iv) provide opportunities for career development, including professional development, leadership roles and aspirations for promotion;

(v) consider the health and wellbeing of staff is not adversely affected;

(vi) ensure access to leave entitlements; and

(vii) recognise that from time to time priorities and focus will change.

(b) Proposed changes will occur through prior consultation with individual staff. The person proposing the change should provide the other person with the reasons for the proposed changes.

8.2.2 Academic staff

(a) The total allocation to any staff member will not normally be more than 1668 hours annually, which allows for the recognition of the entitlement to 20 days recreation leave and 10 public holidays.

(b) The major areas of activity for academic work are:

(i) learning and teaching;

(ii) research and research management; and,

(iii) engagement.

(c) Workloads will be evaluated on an average across the year. Should the level of activity in one of the major areas above not meet the threshold level of the activity required, then the staff member may be allocated a higher level of activity or activities. Notwithstanding this, teaching delivery hours will not exceed the ranges provided in the table below unless otherwise agreed.

(d) Workload discussions with staff will be based upon their academic profile.

(i) A research focus profile will require the staff member to be primarily active in research associated activities, with participation in teaching and/or engagement;

(ii) A teaching and research profile will require the staff member to be active in teaching, research and engagement;

(iii) A teaching focus profile will require the staff member to be primarily active in teaching and teaching related duties, including scholarship, with participation in research and/or engagement.

(e) Any movement between the work profiles will be discussed during PPR.

(f) In consultation with staff, workload models based on quantitative standards for the allocation of teaching delivery and teaching-related workload will be developed and published by each School. The workload model will accurately reflect the time taken to do the work.

(g) Workload allocation will take into consideration the following factors:

(i) The relationship between the work profile of an area and the total work to be done

(ii) Specific characteristics and requirements of the discipline area

(iii) Class size and consequent marking, coordination and consultation load

(iv) Tutorial size

(v) Mode of delivery

(vi) Background of students in each class

(vii) Whether the staff member is teaching in a course or subject for the first time

(viii) Development of new programs or course

(ix) Further studies deemed relevant to the staff member's work area, e.g. higher degree studies such as the Foundations of University Teaching

(x) Research, publications and consultancies of the staff member

(xi) Research student supervision

(xii) Travel time to alternative locations

(xiii) Publicity and promotion activities

(xiv) Community and professional service

(xv) Involvement in Peer Review of Teaching

(xvi) Service on school and university committees

(xvii) Other factors that the University considers contribute to its mission and objectives, such as writing grant applications, editing scholarly journals, and organizing scholarly conferences at the University; and

(xviii) The effect of new technologies of teaching and learning, administration, management and communication.

ACADEMIC PROFILE	NOTIONAL WORK ALLOCATION	TEACHING DELIVERY HOURS (ANNUAL)		
RESEARCH FOCUS	20% Teaching	60% Research	20% Engagement	104-207

	(teaching delivery and teaching- related activities)			
TEACHING AND RESEARCH	40% Teaching	40% Research	20% Engagement	208-312
	(teaching delivery and teaching- related activities)			
TEACHING FOCUS	60% Teaching	20% Research	20% Engagement	313-390
	(teaching delivery and teaching- related activities)			

(h) Teaching delivery hours includes:

- (i) Lectures
- (ii) On-line and blended learning
- (iii) Formally timetabled tutorial classes
- (iv) Seminars
- (v) Workshops and practical classes
- (vi) Supervision of field-work and professional placement
- (vii) Professional assessment.

(i) Teaching-related activities includes:

- (i) Course coordination
- (ii) Program coordination
- (iii) Program and course development
- (iv) Multi-site delivery
- (v) Travel between campuses
- (vi) Preparation of teaching materials
- (vii) Program accreditation
- (viii) Supervision of sessional teaching staff
- (ix) Student consultation
- (x) Preparation, marking and moderation of student assessment
- (xi) Organisation and supervision of student placements
- (xii) Organisation, preparation and supervision of fieldwork for teaching
- (xiii) Clinical supervision and related duties
- (xiv) Supervision of Honours students and coursework postgraduate students
- (xv) Agreed or mandated further study
- (xvi) Any other duties not listed above which are manifestly teaching-related duties.

(j) Unless otherwise agreed with the supervisor, HDR supervision will count as research for the purposes of workload allocation.

(k) Allocation of academic work will also recognise the need for early career academics to have sufficient time to develop research activity. Early career academics will receive a teaching delivery allocation lower than that normally allocated to established academics, usually for a period of two years from their first fixed-term or continuing appointment at USC, or while on probation, whichever is longer.

(l) Individual teaching loads may be adjusted according to research activity. This provision should be used as part of a systematic, equitable and open allocation of teaching within a School, and as a means of containing workloads.

(m) The University will ensure that factors such as workplace health and safety, length of the working day and the provision of breaks are considered when allocating workload. Except when undertaking fieldwork, no staff member can be directed to teach more than five hours without a break, or more than seven hours in any one day.

(n) Work Allocation and Teaching Delivery Hours will be pro-rata for part-time staff, excluding Teaching Fellows, unless otherwise agreed with the supervisor, and for staff on extended absences such as Long Service Leave, Parental Leave, Professional Development Program and Academic Sabbatical.

(o) In addition to the profiles outlined above, the University may also appoint academic staff to roles that are research only and to roles that are teaching intensive in clinical education and in the School of Tertiary Access.

(p) Where an academic staff member does not meet the criteria for Research Active, that staff member may be moved from a Teaching and Research Profile into a Teaching Focused Profile. The academic staff member may request to retain their current Teaching and Research Profile for a period of up to 12 months. The academic staff member must have a reasonable and practical plan to become Research Active within the 12 month period. This plan will form part of the PPR discussions.

(q) If, at the end of the 12 month period, the academic staff member has not achieved Research Active status, the supervisor may confirm the staff member's movement into a Teaching Focused Profile.

- (r) An academic staff member who has a Teaching Focused Profile for a period of three years may request a Teaching and Research Profile. The academic staff member will be provided with the normal workload allocation applicable to a Teaching and Research Profile for a period of 12 months. The equivalent of the criteria for Research Active will be one-third of the three year requirement. Where the academic staff member does not achieve the equivalent research active criteria within 12 months the academic staff member may return to a Teaching Focused Profile at the discretion of the supervisor.
- (s) Research active criteria are published by the University. The University may only change the Research active criteria where the proposed change is the result of an appropriate consultation process as agreed with the NTEU.
- (t) A staff member may request an increased workload in one year and a lesser workload in the following year.
- (u) A staff member will not be required to teach on weekends without their prior and explicit agreement.
- (v) Unless otherwise agreed with the supervisor, a staff member will not normally be required to coordinate more than four courses in any one year.
- (w) Unless otherwise agreed with the supervisor, a staff member will not normally be required to teach in more than two semesters in any one calendar year, except where the staff member is appointed as a Teaching Fellow in accordance with clause 2.6.
- (x) A staff member will not be required to write or substantially re-write more than two subjects per year except by mutual agreement. The writing or adaptation of these subjects will not fall disproportionately on individual staff except by mutual agreement.
- (y) New teaching activities other than in block mode will only be scheduled after 6pm following consultation with the staff directly involved and, where they so choose, with the NTEU.
- (z) Workload allocations within a school will be published and available to all school staff.
- (aa) Where a supervisor and staff member do not reach agreement on the workload allocation either person may refer the matter to the DVC(A). The DVC(A) will seek advice from both parties and formulate a resolution. The DVC(A) may seek advice from the Director, Human Resources.

8.3 Outside employment

Outside employment refers to any employment undertaken in addition to a staff member's duties at the University, including private practice, directorships and partnerships and work for another employer. For full-time staff and fractional staff with an employment fraction of 50% or more of the full-time equivalent, outside employment must be approved by the delegated officer, prior to commencement of outside employment. Any liabilities will be the responsibility of the staff member.

8.4 Overpayment

The University may recover any amount to which a staff member is not entitled by deducting amounts from the staff member's wages in subsequent pay periods.

8.5 Intellectual and academic freedom

(a) The parties are committed to act in a manner consistent with the protection and promotion of the principles of intellectual and Academic freedom within the University.

(b) The principles include the right of staff to:

- (i) Pursue critical and open inquiry;
- (ii) Participate in public debates and express opinions about their discipline or profession, general social issues and higher education issues;
- (iii) Participate in decision making processes within the University via appropriate representation on University committees;
- (iv) Participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation; and
- (v) Undertake all aspects of their role without fear of harassment, bullying, intimidation or unfair treatment.

(c) All staff have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify, bully or intimidate those who disagree with their views. These rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely, and as institutions which must be accountable for their expenditure of public money. These rights are also linked to the responsibilities of staff outlined in the University's Code of Conduct.

8.6 Job security

The University is committed to retaining the services of, and offering ongoing opportunities to, existing staff wherever practicable. If reductions in staffing levels are required those reductions will be made as far as possible through voluntary measures and redeployment and forced retrenchments will only be used as a last resort.

8.7 Consultation provisions

8.7.1 Management of change

(a) When the University proposes to introduce one or more of the following:

- (i) a significant change to work organization; or
- (ii) a change that may result in the loss of one or more jobs; or
- (iii) contract out or outsourcing of work that is currently being performed by staff, it will initiate consultation about the need for change directly with affected staff, and where they choose, the Union in accordance with this Agreement.

(b) Consultation will cover the rationale for change; alternative strategies for dealing with the situation; identification of the potential adverse effects on staff, if any; strategies for avoiding or mitigating such adverse effects; the implementation plan (including the timetable and preferred measures for staff reductions), the criteria to be used in determining whether to accept applications for voluntary redundancy and whether a post implementation review is appropriate.

(c) The University will wherever possible implement alternative voluntary measures prior to job loss. These measures may include redeployment, flexible working arrangements, fractional appointments and voluntary retrenchment.

8.7.2 Roster change consultation

The University will make all reasonable efforts to ensure roster arrangements are filled on a voluntary basis. Where the University proposes to change the regular roster or ordinary hours of work of staff members (excluding staff members who have irregular, sporadic or unpredictable working hours), it will consult with the affected staff member. For the purposes of this clause, consultation means:

- (a) providing affected staff with information about the nature of the change and the likely effects of the change;
- (b) requesting feedback from affected staff about the impact of the change (including any impact in relation to family or caring responsibilities, security concerns or transport arrangements);
- (c) giving prompt and genuine consideration to the staff member's feedback; and
- (d) where requested by an affected staff member, allowing the staff member to be represented.

8.8 Union facilities

(a) The Union will be entitled to hold meetings with Union members during work breaks, provided that appropriate prior notice of meeting times and arrangements for such meetings are provided to the University.

(b) The University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the staff member either before or after the commencement of this Agreement. There will be no charge to the staff member for this service. The staff member or the Union are entitled to cancel the arrangement by advice in writing.

8.9 Staff supervision

(a) A supervisor will provide leadership and is responsible for monitoring the performance of staff and providing support to staff whose performance is assessed as requiring improvement. Where possible, supervisors will be competent in the areas of expertise of the staff for whom they are responsible. Academic supervisors will normally be classified, where possible, at Level C or above on the academic stream.

(b) Each staff member will have a supervisor who will normally be the head of the staff unit for academic staff, or the head of the section for Professional and ELICOS Teaching staff. On appointment to the University, the staff member will be informed in writing of the position designated as the staff member's. Written advice will also be provided if a staff member moves to another work unit or where restructuring warrants a change in supervisory arrangements.

(c) A staff member may request the Vice-Chancellor and President (or nominee) to designate an alternative supervisor. These requests will be dealt with in a timely manner and the Vice-Chancellor and President (or nominee) may accede to these requests where a change in supervisor would remove potential conflict of interest or contribute to more harmonious relations within the work unit.

9. Agreement schedules

Schedule 1 Salary tables

Salary table 1 - Full-time academic staff members

CLASSIFICATION LEVEL	STEP	SALARY ANNUAL	SALARY ANNUAL	SALARY ANNUAL	SALARY ANNUAL
		16/03/19	14/03/20	13/03/21	12/03/22
Level A	01	68089	69451	70840	72257
	02	71946	73385	74853	76350
	03	75803	77319	78865	80443
	04	79662	81255	82880	84538
	05	82798	84454	86143	87866

* Minimum commencing

salary for PhD or Unit

Coordination		85931	87650	89403	91191
	07	89066	90847	92664	94518
	08	92197	94041	95922	97840
Level B	01	97022	98963	100942	102961
	02	100640	102653	104706	106800
	03	104255	106340	108467	110636
	04	107875	110032	112233	114477
	05	111489	113719	115993	118313
	06	115109	117411	119759	122155
Level C	01	118721	121096	123518	125988
	02	122345	124792	127288	129834
	03	125956	128475	131044	133665
	04	129576	132167	134810	137507
	05	133188	135852	138569	141340
	06	136810	139546	142337	145184
Level D	01	142833	145690	148604	151576
	02	147658	150612	153624	156696
	03	152480	155530	158640	161813
	04	157302	160448	163657	166930
Level E	01	183824	187501	191251	195076

Salary table 2 - Casual academic staff members

2 (a) Lecturing

TYPE OF LECTURING AND ASSOCIATED WORKING	16/03/19 RATE PER HOUR OF LECTURE DELIVERED	14/03/20	13/03/21	12/03/22
Basic lecture (1 hour delivery and 2 hours associated working time) (LB)	193.54	197.41	201.35	205.38
Developed lecture (1 hour delivery and 3 hours associated working time) (LD)	258.05	263.21	268.47	273.84
Specialised lecture (1 hour delivery and 4 hours associated working time) (LS)	322.56	329.01	335.59	342.31
Repeat lecture (1 hour delivery and 1 hour associated working time) (LR)	129.02	131.60	134.23	136.92

2 (b) Tutoring

TYPE OF TUTORING AND ASSOCIATED WORKING TIME ASSUMED	RATE PER HOUR OF TUTORIAL DELIVERED			
Step 1	16/03/19	14/03/20	13/03/21	12/03/22
Tutorial (1 hour of delivery and 2 hours associated working time) (TB)	138.35	141.12	143.94	146.82

Repeat tutorial (1 hour of delivery and 1 hour associated working time)	92.23	94.08	95.96	97.88
(TR)				
Type of tutoring and associated Working time assumed	Rate per hour of tutorial delivered where the staff members are required to carry out full course co-ordination duties as part of normal duties or hold a relevant doctoral qualification per hour of tutorial delivered.			
Step 2	16/03/19	14/03/20	13/03/21	12/03/22
Tutorial (1 hour of delivery and 2 hours associated working time)	165.25	168.55	171.92	175.36
(TB)				
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	110.16	112.37	114.61	116.91
(TR)				

2 (c) Marking

TYPE OF MARKING	RATE PER HOUR OF MARKING			
Step 1	16/03/19	14/03/20	13/03/21	12/03/22
Standard marking Step 1 (MB)	46.11	47.04	47.98	48.94
Standard marking Step 2 (MB) where full course co-ordination duties are required or staff hold a relevant doctoral qualification	55.08	56.18	57.30	58.45
Marking as a supervising examiner, or marking requiring a significant exercise of Academic judgment appropriate to a staff member at ACADEMIC Level B on the ACADEMIC stream (MS)	64.51	65.80	67.11	68.46

2 (d) Other required Academic activity

OTHER REQUIRED ACADEMIC ACTIVITY OUTLINED IN SCHEDULE 4 (OA)	RATE PER HOUR OF ACTIVITY DELIVERED			
16/03/19	14/03/20	13/03/21	12/03/22	
Step 1	46.11	47.04	47.98	48.94
Step 2 where full course co- ordination duties are required or staff hold a relevant doctoral qualification	55.08	56.18	57.30	58.45

* To take effect seven days after Enterprise Agreement (EA) approval by FWC.

2 (e) Undergraduate Clinical Nurse Education

CONDUCT OF UNDERGRADUATE NURSE EDUCATION IN A CLINICAL SETTING OUTLINED IN SCHEDULE 4 (CN)	RATE PER HOUR OF ACTIVITY DELIVERED			
16/03/19	14/03/20	13/03/21	12/03/22	
64.51	65.80	67.11	68.46	

Salary table 3 - Full-time professional staff members

CLASSIFICATION LEVEL	STEP	SALARY ANNUAL 16/03/19	SALARY ANNUAL 14/03/20	SALARY ANNUAL 13/03/21	SALARY ANNUAL 12/03/22
Level 1	06	48170	49134	50117	51119
	07	49227	50212	51216	52240
	08	50546	51557	52588	53640
Level 2	06	51866	52903	53961	55040
	07	53185	54249	55334	56440
Level 3	06	54501	55591	56702	57837
	07	56085	57206	58350	59517
	08	57667	58820	59996	61196
	09	59251	60436	61644	62877
	10	60844	62061	63302	64568
Level 4	01	62461	63710	64984	66284
	02	64072	65354	66661	67994
	03	65689	67003	68343	69710
Level 5	01	67839	69196	70580	71991
	02	69993	71392	72820	74277
	03	72144	73587	75059	76560
	04	74298	75784	77300	78846
	05	76450	77979	79538	81129
Level 6	01	78601	80173	81777	83412
	02	80755	82370	84017	85698
	03	82907	84565	86256	87981
	04	85060	86761	88497	90267
Level 7	01	86674	88407	90175	91979
	02	89364	91151	92974	94833
	03	92056	93897	95775	97690
	04	94748	96642	98575	100547
Level 8	01	97436	99385	101372	103400
	02	100664	102678	104731	106826
	03	103893	105971	108090	110252
	04	107123	109266	111451	113680
	05	110350	112557	114808	117104
Level 9	01	113578	115850	118167	120530
	02	116272	118598	120969	123389
	03	118958	121338	123764	126240
Level 10	01	121647	124080	126561	129093

Salary table 4 - Casual professional staff members

CLASSIFICATION LEVEL	STEP	HOURLY RATE 16/03/19	HOURLY RATE 14/03/20	HOURLY RATE 13/03/21	HOURLY RATE 12/03/22
Level 1	06	31.83	32.47	33.12	33.78
	07	32.53	33.18	33.84	34.52

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	08	33.40	34.07	34.75	35.44
Level 2	06	34.27	34.96	35.66	36.37
	07	35.14	35.85	36.56	37.29
Level 3	06	36.01	36.73	37.47	38.22
	07	37.06	37.80	38.56	39.33
	08	38.11	38.87	39.65	40.44
	09	39.15	39.94	40.73	41.55
	10	40.20	41.01	41.83	42.67
Level 4	01	41.27	42.10	42.94	43.80
	02	42.34	43.19	44.05	44.93
	03	43.41	44.28	45.16	46.06
Level 5	01	44.83	45.72	46.64	47.57
	02	46.25	47.18	48.12	49.08
	03	47.67	48.63	49.60	50.59
	04	49.10	50.08	51.08	52.10
	05	50.52	51.53	52.56	53.61
Level 6	01	51.94	52.98	54.04	55.12
	02	53.36	54.43	55.52	56.63
	03	54.79	55.88	57.00	58.14
	04	56.21	57.33	58.48	59.65
Level 7	01	57.28	58.42	59.59	60.78
	02	59.05	60.23	61.44	62.67
	03	60.83	62.05	63.29	64.56
	04	62.61	63.86	65.14	66.44
Level 8	01	64.39	65.68	66.99	68.33
	02	66.52	67.85	69.21	70.59
	03	68.65	70.03	71.43	72.86
	04	70.79	72.21	73.65	75.12
	05	72.92	74.38	75.87	77.39
Level 9	01	75.06	76.56	78.09	79.65
	02	76.84	78.37	79.94	81.54
	03	78.61	80.18	81.79	83.42
Level 10	01	80.39	82.00	83.64	85.31

Salary table 5 - Full-time ELICOS teaching staff members

CLASSIFICATION LEVEL	CATEGORY	SALARY ANNUAL 16/03/19	SALARY ANNUAL 14/03/20	SALARY ANNUAL 13/03/21	SALARY ANNUAL 12/03/22
Level 1		62029	63269	64535	65826
Level 2	C/D	63196	64460	65749	67064
Level 3	B/C/D	65533	66844	68181	69544
Level 4	A/B/C/D	67925	69284	70670	72083
Level 5	A/B/C/D	71645	73077	74539	76030
Level 6	A/B/C/D	74123	75606	77118	78660

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Level 7	A/B/C/D	76606	78138	79701	81295
Level 8	A/B/C/D	79086	80668	82282	83927
Level 9	A/B/C/D	81817	83453	85122	86825
Level 10	A/B/C	85027	86728	88462	90231
Level 11	A/B/C	88017	89777	91573	93404
Level 12	A/B/C	90655	92469	94318	96204

Schedule 2 Allowances

Allowance 1: Overtime penalty rates

DAYS	HOURS AND PENALTY RATES
Monday to Saturday	Ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter
Sunday	Ordinary rate plus 100%
Public Holidays	Ordinary rate plus 150%, with a minimum of four hours work.

Allowance 2: Meal allowance

DAYS	HOURS	ALLOWANCE
Monday to Friday	More than 1 hour either before your ordinary starting time or after your ordinary ceasing time (or more than 1 hour if overtime continues after 6.00pm).	\$12.50
Monday to Friday,	Continue or resume duty for more than 1 hour after 6:00 pm and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of overtime.	\$21.00
Saturday, Sunday or Public Holidays	Overtime for more than 4 hours.	\$12.50
Saturday, Sunday or Public Holidays	Continue or resume duty for more than 1 hour after completing 4 hours overtime and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes prior to ongoing overtime; or you resume duty for more than 1 hour after completing a full overtime shift and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of the overtime.	\$21.00

Allowance 3: Indigenous language allowance

LEVEL	AMOUNT	QUALIFICATION
Level 1	\$2091.25 gross per annum	Minimal knowledge and use of language for simple communications
Level 2	\$3489.24 gross per annum	Proficient language skills for general business, conversation, reading and writing.

Schedule 3 ELICOS teaching staff

a) Definitions

'ELICOS Teacher' means a staff member employed principally to teach English Language Intensive Courses for Overseas Students (ELICOS) and to undertake any or all of the following teaching related duties, as required:

- consulting with students outside class times, participating in the development of teaching materials, conducting computer laboratory and/or language laboratory classes, marking and assessing assignments and exams, participating in student activities.
- conduct, teach, prepare and assess classes and carry out research related to the functions of the ELICOS Programs in lieu of other duties as specified.

'Contact Hours' mean hours of work in which a staff member is engaged in face to face teaching and supervision of students in scheduled classes, and student activities (including computer laboratory and/or language laboratory classes and study tours). Contact hours will include supervision of self-access.

'Non-Contact Hours' mean hours of work in which a staff member is not engaged in face to face teaching and supervision of students in scheduled classes, and student activities, but includes course preparation, lesson preparation and associated materials development, homework/assignment/test marking and assessment, placement interviews, written feedback on student progress, student consultations, and administration.

'Contract Staff Member' means a full-time or fractional staff member engaged for a contract period of no less than 5 weeks to carry out any of the functions involved in ELICOS / ELICOS Programs.

'Casual Staff Member' means a staff member engaged and paid on an hourly basis to carry out any of the functions involved in ELICOS Programs.

'Director of Studies (DOS)' means a person appointed to the position of Director of Studies, and includes anyone acting in that role on a temporary basis, or any nominee of the DOS.

'Student Activity' means a formally organised student-compulsory excursion, lecture/workshop or film, which forms part of a course program.

b) Nature of employment

Where a fixed-term appointment is made and there has been a break in employment of less than one week, the contracts will be contiguous.

c) Classifications

Based on an assessment of a teacher's qualifications, a teacher will be assigned to one of the following classification categories:

CATEGORY QUALIFICATIONS REQUIRED

Degree and Diploma of Education or equivalent and either a diploma in ELICOS (e.g. Dip RSA, Grad Dip ELICOS); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Degree and Diploma of Education or equivalent plus recognised ELICOS certificate; or Degree and Diploma including LOTE/ELICOS method.

Any Degree/Diploma (3 year minimum) plus recognised ELICOS certificate; or Any Degree / Diploma (3 year minimum) including LOTE/ELICOS method.

Other qualifications not provided for above and/or expected to acquire minimum ELICOS qualifications.

Staff appointed as ELICOS teachers will be placed on a salary level commensurate with their qualifications and experience, by reference to both category and experience.

Classification by categories:

- Category A commences at no less than level 4 with a maximum of level 12
- Category B commences at no less than level 3 with a maximum of level 12
- Category C commences at no less than level 2 with a maximum of level 12
- Category D commences at no less than level 1 with a maximum of level 9

Provided that a staff member classified as Category D who achieves Level 9 may be progressed beyond that level by demonstrating the ability to perform the full range of duties carried out by staff in the other categories.

The experience of staff prior to appointment will be recognised by appointment above the minimum level on the basis of one increment for each year of full-time ELICOS teaching or equivalent and one increment for each 2 years of full-time teaching in other subjects including other languages to a maximum of 3 increments.

d) Salaries

Staff will be paid according to the salary contained in Schedule 1. Where a further contract is offered and accepted, the staff member will maintain their eligibility for annual increments when the breaks between appointments are of up to two times per year and of up to six weeks in total.

ELICOS staff employed on a casual basis will be paid the following minimum rates:

- The repeat tutorial rate, set out in Casual Academic Staff in Schedule 1 of this Agreement for each contact hour of teaching performed; and/or
- The rate of pay for other required Academic activity rate, set out in Casual Academic Staff in Schedule 4 of this Agreement, for each hour of non-contact duties performed.

Increments will accrue for periods of fractional and casual service on a pro-rata basis and staff on ongoing and fixed-term appointments will be entitled to incremental progression in accordance with sub clause 5.4.1.

e) Position of responsibility allowance

Where a position of responsibility is required, it will be determined in accordance with the position classification standards determined by the University. There will be three levels of allowances:

Level 1	\$1243.25 p.a.
Level 2	\$2486.40 p.a.
Level 3	\$3729.53 p.a.

A position of responsibility allowance will be paid in addition to the substantive salary of the staff member appointed to the position of responsibility. An allowance payable under this clause will be regarded as salary for the purposes of calculating Superannuation contributions.

f) Hours of work and duties

Unless otherwise mutually agreed between a staff member and the DOS, the following will apply:

- i) 20 contact hours per week for full-time on-going and fixed-term staff and pro-rata for fractional on-going and fixed-term staff. For example, a staff member on .8 appointment will be employed for 29 hours per week with 16 hours class contract.
- ii) no more than 5.5 contact hours in any one day;
- iii) no more than two student activities in any term;
- iv) no evening or weekend classes or formally organised evening or weekend excursions
- v) contact hours of no more than 44 weeks per annum (880 hours per annum).

All on-going and fixed-term staff with appointments of at least 12 months will have ten days per year of non-teaching days, with the nature and location of activities to be mutually agreed between the teacher and the DOS. Staff appointed on an on-going and fixed-term fractional basis will have equivalent non-teaching days pro-rata to their fractional appointment.

It is reasonable to expect that staff will work hours as are necessary for the performance of their duties, which may include periods away from the designated workplace, including for staff development activities. Prior approval of the DOS must be received for all work periods away from the designated workplace.

Schedule 4 - Casual academic staff remuneration and duties

a) Formulae

The minimum salaries paid to a Casual Academic staff member will be calculated in accordance with the following formulae:

i) Lecturing rate and higher marking rate:

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale (referred to as a), and calculated as follows:

$$\frac{\$ a}{52} + 25\% = \$ b$$

37.5

ii) Rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification:

The base rate applicable where duties include full course coordination or the staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale (referred to as c), and calculated as follows:

$$\frac{\$ c}{52} + 25\% = \$ d$$

37.5

iii) Rate applicable to all other duties:

The base rate applicable to all other duties including tutoring rates not covered by subclause a)ii) is determined by reference to the second step of the full-time Level A scale (referred to as e), and calculated as follows:

$$\frac{\$ e}{52} + 25\% = \$ f$$

37.5

b) Lecturing:

- i) Academic casual staff member 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, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered (refer to Schedule 1 of this Agreement).
- ii) 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 7 days, and any marking and student consultation reasonably contemporaneous with it.

iii) For the purposes of this Agreement, the term 'lecture' means any education delivery described as a lecture in a course outline, or in an official timetable issued by the University.

c) Tutoring:

i) Academic casual staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, will be paid at a rate for each hour of tutorial delivered or presented (refer to Schedule 1 of this Agreement).

ii) The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same course matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

iii) For the purposes of this Agreement, the term 'tutorial' means any education delivery described as a tutorial in a course outline, or in an official timetable issued by the University.

d) Marking:

All marking, including re-marking, will be paid in accordance with Schedule 1 of this Agreement, for all time worked.

e) Other required academic activity:

i) Academic casual staff member required to perform any other required academic activity as defined in e) ii) of this clause will be paid at a minimum hourly rate of \$ f [refer to a) iii], or \$ d [refer to a) ii)], if they hold a relevant doctoral qualification or are required to perform full course coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

ii) For the purposes of this clause, 'other required academic activity' will include work that a person, acting as or on behalf of the employer of an academic casual staff member, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of performance and visual art studio sessions;
- development of teaching and subject materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- consultation with students;
- supervision; and
- attendance at departmental, school and moderation meetings if required.

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

f) Undergraduate Clinical Nurse Education means the conduct of undergraduate nurse education in a clinical setting. The base rate is determined by reference to the second step of the full-time Level B scale (referred to as g), and calculated as follows:

$$\frac{\$ g}{52} + 25\% = \$ h$$

37.5

g) Payment is made only for classes which are covered by the academic casual staff member's appointment and which are actually conducted by the academic casual staff member. Unless the course coordinator or cost centre manager gives the staff member 24 hours notice of the cancellation of any particular class, full payment for the class is made.

h) Academic casual staff members may be paid at more than one rate if they are involved in more than one activity, e.g. lectures and tutorials.

i) Casual ELICOS Teaching staff members will be paid the following minimum rates:

i) at the repeat tutorial rate, outlined in clause c) of this Agreement for each hour of face to face teaching performed;

ii) at the other required Academic activity rate, outlined in clause e) for each hour of non-teaching duties performed.

Schedule 5 - Review Committee

The detailed requirements, membership and timings for a review committee is set out in the Serious Misconduct in Research clause of this Agreement. A Review Committee will:

- Provide an opportunity for the staff member to be interviewed by it and ensure that the staff member has adequate opportunity to answer findings or allegations. The committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
- Interview any person it thinks fit to establish the merits or facts of the particular case;
- Conduct all interviews in the presence of the staff member or where the staff member chooses, the staff member's representative and the VCP or the VCP's advocate;
- Conduct proceedings as expeditiously as possible in accordance with stated timeframes;
- Conduct proceedings in camera (unless otherwise agreed) and as a committee of inquiry;

- On the request of the staff member, keep an audio recording of the proceedings (excluding its own deliberations), which will be made available to the staff member, and where they choose, their representative and University management. The recording remains confidential to the parties involved and is for use only in relation to the review committee proceedings and FWC and cannot be published in any other forum;
 - Ensure that the staff member or where chosen, the staff member's representative and the VCP or the VCP's representative have the right to ask questions of interviewees, and to make submissions. They will also have the right to present and challenge evidence;
 - Make its report available to the VCP and the staff member as soon as reasonably possible.
-