



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**University of Wollongong**  
(AG2015/3390)

## **UNIVERSITY OF WOLLONGONG (ACADEMIC STAFF) ENTERPRISE AGREEMENT, 2015**

Educational services

VICE PRESIDENT CATANZARITI

SYDNEY, 3 SEPTEMBER 2015

*Application for approval of the University of Wollongong (Academic Staff) Enterprise Agreement, 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *University of Wollongong (Academic Staff) Enterprise Agreement, 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the University of Wollongong. The agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 September 2015. The nominal expiry date of the Agreement is 31 December 2017.

  
VICE PRESIDENT

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**UNIVERSITY OF WOLLONGONG (ACADEMIC STAFF)  
ENTERPRISE AGREEMENT, 2015**

## PART 1: GENERAL

### 1. Title

This Agreement shall be known as the University of Wollongong (Academic Staff) Enterprise Agreement, 2011.

### 2. Arrangement

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### 3. Operation of Agreement

- 3.1. This Agreement shall operate 7 days from the date of approval by the Fair Work Commission (FWC) and shall remain in force until 31 December 2017.
- 3.2. This Agreement supersedes and replaces in entirety the previous certified agreements covering academic employees of the University.
- 3.3. This Agreement operates to the exclusion of any awards that would otherwise, but for this Clause, apply to academic employees whose employment falls within the scope of this Agreement.
- 3.4. During the period of operation of this Agreement there shall be no further claims made.
- 3.5. While the University recognises that the application of the Agreement requires policies and procedures to be followed nothing in this Agreement shall be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any University policy, procedure or process referred to in this Agreement.
- 3.6. Dean of Faculty or equivalent can be substituted for Executive Dean of Faculty where no Executive Dean exists.
- 3.7. Two months prior to the nominal expiry date of this Agreement the University will initiate discussions with staff representatives on arrangements for the negotiation of a replacement agreement.

### 4. Application

- 4.1. This Agreement applies to academic staff and academic casual employees employed by the University of Wollongong in the classifications detailed in Schedules 1 and 2 of this Agreement provided that Deans and above who receive a salary, salary loadings and other benefits (e.g. car but excluding superannuation) totalling more than 133.33% of the Level E salary prescribed in this Agreement are excluded from this Agreement.
- 4.2. This Agreement has been negotiated by and covers the National Tertiary Education Industry Union (NTEU) and the University of Wollongong (UOW).

## **5. Flexibility Term**

- 5.1.** 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 on any of the following matters:
- 5.1.1. The taking of Long Service Leave but only where initiated by the staff member;
  - 5.1.2. Superannuation in relation to maintaining arrangements previously agreed between the staff member and the University prior to the commencement of this Agreement where that staff member at his/her discretion wishes to maintain those arrangements.
- 5.2.** The terms and conditions that apply to making an individual flexibility arrangement are as follows:
- 5.2.1. The arrangement meets the genuine needs of the University and the staff member and is genuinely agreed to.
  - 5.2.2. The arrangement will be about permitted matters, is not unlawful, will result in the staff member being better off overall and will state the day on which the arrangement commences.
  - 5.2.3. The arrangement will be in writing, include the name of the University and the staff member, and be signed and dated by the University and the staff member.
  - 5.2.4. The arrangement will include the terms of the Agreement that will be varied, 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 his/her employment as a result of the arrangement.
  - 5.2.5. The staff member will be provided with a copy of the arrangement within 14 days.
  - 5.2.6. The University or the staff member may terminate the arrangement by giving no more than 28 days written notice to the other party or if the University and the staff member agree in writing at any time.

## **6. Consultative Committee**

- 6.1.** There will be a joint Consultative Committee to consult on and progress the implementation of this Agreement. In addition, the Consultative Committee is one of the forums for discussion of workplace change, workplace issues, data and policies as provided for in this Agreement.
- 6.2.** The joint Consultative Committee will include up to four University management representatives and four representatives nominated by the NTEU. The Committee will meet on a regular basis and at intervals of not more than two months. However, a representative may instigate a Consultative Committee meeting, where required, with 7 days' notice.

## **7. Staff Consultation and Representation**

- 7.1.** The University is committed to directly consulting with all staff in relation to workplace relations, workplace change and human resource matters.
- 7.2.** The University also recognises the role of Union delegates and other staff representatives as defined below and the right of academic staff members to nominate staff representatives to represent them if they choose as provided for in this Agreement.
- 7.3.** Staff representatives who are academic staff members of the University will, on written notification to the Vice-Chancellor, be allowed reasonable time from usual duties, with pay, to represent staff in relation to this Agreement.
- 7.4.** For the purposes of this Agreement, the term "staff representative" shall mean:

An academic staff union member or accredited union official of the NTEU or an academic staff member of the University, covered by this Agreement nominated by an affected academic staff member(s) of the University.

- 7.5. A duly accredited representative of the NTEU shall be given the right to enter the University premises in accordance with the right of entry provisions of the *Fair Work Act 2009*.
- 7.6. The University will provide the President of the Branch of the NTEU 25% time release to carry out the functions of this role. This will be reflected in the staff member's workload allocation for the period the office of President is held.
- 7.7. Academic staff who are nominated staff representatives under this Agreement may be granted leave of absence with pay to undertake training of up to 3 days per calendar year per representative on the following conditions:
  - 7.7.1. The content of the training will enhance the staff representative's role in carrying out representation functions under this Agreement; and
  - 7.7.2. The University's operating requirements permit the granting of the leave.
- 7.8. Up to 2 academic staff members who hold formal senior positions in the NTEU may apply for up to a combined total of 10 days per calendar year paid leave to attend the NTEU national, state conference or other equivalent official forums. A written submission must be completed with supporting documentation attached and forwarded to the Manager Staff Relations. Leave will be subject to the University's normal operating requirements permitting. This leave is in addition to leave for training purposes as outlined in sub-clause 7.7.
- 7.9. Academic staff may be loaned by the University to the NTEU for up to 4 years. Service while on loan to the NTEU will count for the purpose of service for long service leave provided that the service is continuous and any entitlement for those years is funded by the NTEU.
- 7.10. Staff and accredited union officials representing the bargaining agents for this Agreement will be invited to participate in the University's induction process, currently known as "Getting to Know Your University".
- 7.11. The University shall maintain a payroll deduction facility for union membership contributions in accordance with the University's standard procedures for deductions.
- 7.12. While the University provides staff representatives employed as academic staff by the University with access to the University's electronic mail system for the purposes of carrying out functions of this Agreement, Information Technology (IT) policies apply to all users of the University's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use. Staff representatives may also have access to the University's internal mail system for the purposes of carrying out functions under this Agreement. However compliance with all internal mail policies is a condition of its use.

## **8. Disputes Resolution Procedure**

- 8.1. If, during the operation of this Agreement, except in the case of a matter that affects the health and safety of employees, a clear emergency or a matter otherwise specifically exempted within the provisions of this Agreement, a dispute arises as to:
  - 8.1.1. The operation of the provisions of this Agreement;
  - 8.1.2. The interpretation of the meaning or application of any provisions of this Agreement and the National Employment Standards in the *Fair Work Act 2009* (other than a dispute about whether the University had reasonable business grounds under sub-sections 65(5) or 76(4) of the *Fair Work Act 2009*;

the following procedures shall apply:

- 8.2.** In the first instance, academic staff members are encouraged to seek to resolve with his/her supervisor any matter arising that may be in dispute. It is reasonable to expect that the supervisor will respond within 3 working days.
- 8.3.** If the matter in dispute cannot be resolved or in the opinion of the academic staff member(s) it is not appropriate to be raised under 8.2 above, then the academic staff member(s) may seek to resolve the matter with the supervisor's supervisor. Again, it is reasonable to expect that the supervisor will respond within 3 working days.
- 8.4.** If the matter in dispute cannot be resolved or, in the opinion of the academic staff member(s) it is inappropriate to be resolved in accordance with 8.2 or 8.3 above, it should be referred to University management. If the staff member(s) chooses to utilise this step in the procedure, he/she must normally do so within 5 working days of the completion of his/her attempt to resolve the matter under 8.3 above. University management must meet with the staff member(s) who has initiated this step in the procedure and he/she shall discuss the matter and attempt to reach agreement. University management must give him/her a reasonable opportunity to explain the matter in dispute and the outcome he/she is seeking. This meeting must occur within 1 week of this step being activated. The views of the staff member(s) will be considered and a response provided within 3 working days of the meeting. A staff representative may also initiate a matter on behalf of staff with University management.
- 8.5.** Any resolution shall be recorded in writing.
- 8.6.** Until such time as procedures described in this Clause have been completed:
- 8.6.1. Work shall continue in the normal manner;
  - 8.6.2. No strikes, bans, or lockouts shall be implemented by any party to the dispute;
  - 8.6.3. The University shall maintain the pre-existing work, staffing or organisation of work arrangements.
- 8.7.** At any stage during this process the academic staff member(s) may choose to be assisted or represented by a staff representative(s) who may be an academic staff member, an academic staff union delegate or an accredited union official of the NTEU.
- 8.8.** If the above processes have been followed and the dispute remains unresolved, the following steps will apply:
- 8.8.1. In the first instance either party to the dispute may refer the matter to the FWC for assistance in seeking to resolve the matter by mediation or conciliation to the extent that it relates to a dispute arising under sub-clause 8.1 unless otherwise excluded under the terms of this Agreement. Parties to the dispute will participate in conciliation.
  - 8.8.2. If the matter is not able to be resolved under sub-clause 8.8.1 above either party to the dispute may refer the matter to the FWC for arbitration subject to FWA determining that it has jurisdiction.
  - 8.8.3. An arbitrated decision by the FWC will be implemented subject to either party to the dispute exercising any right to appeal the decision to the Full Bench of the FWC.
  - 8.8.4. Either party to the dispute may engage legal counsel to assist in any proceedings in the FWC.
- 8.9.** In special cases, and where both parties to the matter in dispute agree, the assistance of a mutually agreed private conciliator may be sought. If a referral is not made to the FWC, or a private conciliator, within 10 working days after the process described in sub-clauses 8.2 to 8.5 is complete then work shall continue in accordance with the reasonable direction of the University provided that neither party shall be prejudiced in the resolution of the matter in dispute.

## **9. Availability of Agreement**

A copy of this Agreement shall be published on the University's web site and shall be available for inspection upon request by any academic staff member of the University.

## **PART 2: SALARIES**

### **10. Salary Rates**

- 10.1.** A salary increase has been made prior to the certification of this Agreement of 2% from 23 May 2014.

This Agreement provides for further salary increases of:

- 1.0% from 31 December 2014
- 1.5% from 10 April 2015
- 1.5% from 4 December 2015
- 1.5% from 8 April 2016
- 1.5% from 2 December 2016
- 1.5% from 7 April 2017
- 1.5% from 15 December 2017

All the above salary increases are reflected in Schedule A of this Agreement. Any backdated salary increase only applies to staff employed by the University at the time of the commencement of the Agreement [following approval by the FWC].

All the above salary increases are reflected in Schedule 1 of this Agreement.

- 10.2.** The salaries for academic staff at the University, which reflect the above increases, are set out in Schedule 1 for continuing and fixed term academic staff. Academic staff will be paid in accordance with the Schedule at the rate that corresponds with their level of appointment.
- 10.3.** The rates for casual (part time non-fractional) employees are contained in Schedule 2. The rates in Schedule 2 of this Agreement incorporate a loading that is in lieu of all leave benefits under this Agreement and Public Holidays.
- 10.4.** Continuing and fixed term academic staff will be eligible for an additional payment when they are engaged for 'offload' work that is above the workload provided for in Clause 25 (Workloads).

### **11. Salary Packaging (Flexible Remuneration)**

- 11.1.** Notwithstanding the salary rates for various classifications in this Agreement, an academic staff member may enter an agreement for an individual remuneration package, pursuant to this Clause, that may result in their salary component being reduced provided that:
- 11.1.1. The combined package of benefits including liability for fringe benefits tax, if any, and any administrative costs or charges, and the reduced salary is equivalent to the salary prescribed in this Agreement for that academic staff member; and
  - 11.1.2. The academic staff member will be required to enter into an agreement with the University with terms and conditions that include:
    - 11.1.2.1. The superannuable salary for both the rate of contribution and benefit purposes is calculated by reference to the salary specified in this Agreement.
    - 11.1.2.2. For periods of paid leave the staff member retains the reduced salary and benefits.
    - 11.1.2.3. Any additional remuneration is treated as additional salary but is not taken into account for superannuation purposes other than for fulfilling the University's obligations under superannuation guarantee provisions.
    - 11.1.2.4. The academic staff member shall be entitled to withdraw from, or renegotiate any salary and benefits package by notice in writing on the occurrence of any of the following:



- 11.1.2.5. Where any change to laws affecting all or some of the elements of the salary and benefits package involves a financial disadvantage to the staff member if they continued the salary and benefits package;
  - 11.1.2.6. Where a staff member proceeds on a period of leave without pay for any period greater than 5 working days; or
  - 11.1.2.7. Any other events or circumstances approved by the University and where 4 weeks' notice in writing is provided.
- 11.2.** Any withdrawal from any agreement by the staff member in accordance with this Clause shall be notified in writing to the University.
- 11.3.** The University will not be responsible for any loss or disadvantage suffered by the academic staff member arising from:
- 11.3.1. The cessation of any benefits payments;
  - 11.3.2. Any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of sub-clause 11.1.2;
  - 11.3.3. The termination of an individual remuneration package by either party, unless otherwise specified in this Agreement.
- 11.4.** The University will exercise its best endeavours to avoid or minimise any such loss of which it becomes aware or that may arise.
- 11.5.** In addition, the University will be entitled to recover any payment of salary and benefits paid in advance.

## **12. Superannuation**

- 12.1.** The superannuation guarantee legislation requires the University to make a minimum contribution to superannuation for all academic staff members and academic casual employees. The University will continue to make the minimum superannuation guarantee contribution on all ordinary time earnings for academic staff members with a fixed term appointment of less than 2 years or a substantive appointment on a part time basis of less than 50% of full time equivalent and all academic casual employees.
- 12.2.** For all other academic staff members the University will contribute 17% of the staff member's ordinary time earnings (employer contribution). Staff member contributions (employee contribution) will be at the required rate by their eligible superannuation fund.
- 12.3.** Subject to sub-clause 12.4 below, the University's default superannuation provider is 'UniSuper'.
- 12.4.** With the enactment of *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004*, notwithstanding sub-clause 12.3 above, academic staff will be offered freedom of choice in respect of fund membership and all superannuation contributions. The University will make contributions to a nominated superannuation fund in accordance with the requirements of the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004* provided, that the fund also complies with the *Superannuation Industry (Supervision) Act 1993*.

## PART 3: RESPONSIBILITIES, RIGHTS AND TERMS OF ENGAGEMENT

### 13. Notice Periods

- 13.1. Where an academic staff member's employment is terminated by the University the notice periods provided under sub-clauses 13.5 and 13.6 of this Clause shall apply in all cases except where the provisions of Clauses 22 - Probationary Appointments or 44 - Termination of Employment on the Grounds of Ill Health apply. Where the notice period in an individual academic staff member's contract of employment is greater than that provided for in this Clause, that greater period shall apply.
- 13.2. The University must not terminate an academic staff member's employment unless:
- 13.2.1. The staff member has been given the required period of notice; or
  - 13.2.2. The staff member has been paid the required amount of compensation instead of notice; or,
  - 13.2.3. Where the staff member is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the staff member concerned during the required period of notice.
- 13.3. An academic staff member must not resign from his/her employment unless the University has been given the required period of notice specified in sub-clause 13.5 or in the individual staff member's contract of employment, whichever is the greater.
- 13.4. The University shall provide an academic fixed term staff member, other than a fixed term staff member;
- 13.4.1. Who is replacing a continuing staff member for a definable period on authorised leave or temporary secondment; or,
  - 13.4.2. Who is occupying a position pending the outcome of recruitment action; or,
  - 13.4.3. Who is employed on a pre or post retirement contract
- written notice of the University's intention to renew, or not to renew, employment upon the expiry of the contract. Such notice shall be as set out in sub-clause 13.5 below.
- 13.5. The required period of notice by the staff member is 1 month or at the end of current teaching session commitments whichever is the longer.
- 13.6. The required period of notice by the University is as follows:

For employment of:	Notice
Not more than 1 year:	at least 1 week
More than 1 year but not more than 3 years:	at least 2 weeks
More than 3 years but not more than 5 years:	at least 3 weeks
More than 5 years:	at least 4 weeks

- 13.7. The period of notice should be increased by 1 week if the academic staff member is over 45 years old and has completed at least 2 years of continuous service with the University.

### 14. Nomenclature

- 14.1. The nomenclature used by the University for the various academic levels set out in Schedule 1 is as follows:

#### Teaching and Research Staff

- Level A - Associate Lecturer
- Level B - Lecturer
- Level C - Senior Lecturer
- Level D - Associate Professor
- Level E - Professor

#### **14.2. Research Only Staff**

- Level A - Associate Fellow
- Level B - Fellow
- Level C - Senior Fellow
- Level D - Principal Fellow
- Level E - Professorial Fellow

### **15. Position Classification Standards**

- 15.1.** The University has adopted a set of teaching and research and research only Position Classification Standards (PCSs) as at September 2005 for the classification structure for academic staff. These are contained in the University's Academic Position Classification Standards document. The standards are not exhaustive of all tasks in academic employment, that is by its nature multi-skilled and involves an overlap of duties between levels. The PCS document was developed between the University and the NTEU. Any proposed changes to the PCS document will be subject to consultation in the Consultative Committee.
- 15.2.** The PCSs contained in the University's Academic Position Classification Standards document for teaching and research staff deal broadly with 4 areas of activity: teaching; research/scholarship; management and professional activities. Unless appointed to a research only position or to a specialist position with individually specified duties, all members of academic staff are normally expected to be actively involved in all these areas. Agreement on the balance between these responsibilities will be determined through consultation between the Head of Academic Unit and the academic staff member, taking into account the staff member's agreed career plan, the needs of the academic program and the Faculty Workload Model and the Workload Clause in this Agreement.
- 15.3.** Within the parameters specified in sub-clause 15.2 and sub-clause 25.3 - Content of Workload Allocations, all levels of academic staff can expect to make a contribution to a diversity of functions within the University. The University encourages academic staff to become involved in activities relevant to the community and the professional skills of the staff member, new methods of teaching delivery, consultancy activities and innovative academic roles generally.

### **16. Academic Freedom**

- 16.1.** The University is committed to the protection and promotion of intellectual freedom within the University. In the performance of their duties academic staff members have a right to:
- 16.1.1. Pursue critical and open inquiry;
  - 16.1.2. Research and publish;
  - 16.1.3. Participate in University and public debates and express opinions, including unpopular or controversial opinions about issues and ideas;
  - 16.1.4. Participate in an appropriate form in decision making processes and structures germane to their field of expertise and onus of responsibility within the University;
  - 16.1.5. Teach, assess and develop curricula within the processes laid down by the University;
  - 16.1.6. Be involved in the processes of Academic Senate; and
  - 16.1.7. Participate in professional and representative bodies, including unions, and engage in community service
- without fear of harassment, intimidation, bullying or unfair treatment.
- 16.2.** Notwithstanding the rights expressed in sub-clause 16.1, no staff member has the right to harass, vilify, bully, intimidate, act vexatiously or defame.

## **17. Supervision**

- 17.1. Each member of academic staff has a nominated supervisor and shall be advised in writing of the position of the nominated supervisor at the time of appointment.
- 17.2. The University will ensure that each academic staff member, other than the Head of an Academic Unit, is subject to the direction of the supervisor in the performance of his/her duties.
- 17.3. The supervisor shall normally be the Head of the Academic Unit or other senior academic leader in the Faculty or equivalent, provided that an academic staff member may request the nomination of an alternate supervisor and the Vice-Chancellor may, where an exceptional case is made, nominate in writing another academic staff member classified at Level C or above to be the supervisor of one or more academic staff members.

## **18. Types of Academic Appointment**

- 18.1. Nothing in this Agreement shall prevent the University engaging an academic staff member in any type of employment prescribed in this Clause and in accordance with this Agreement to meet its operational requirements.
- 18.2. Nothing in this Agreement prevents an academic staff member engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the staff member's normal duties.
- 18.3. Nothing in this Clause shall limit the number or proportion of academic staff members that the University may employ in a particular type of employment.

### **18.4. Continuing Employment**

"Continuing employment" means all employment other than "fixed term" or "casual". Continuing employment may be provided for on a full time or a fractional basis. Offers of continuing employment may contain a reasonable probationary period, as specified in Clause 23 – Probationary Appointments, that is directly related to the nature of the work to be carried out under the contract.

### **18.5. Fractional Employment**

"Fractional employment" means employment less than full time employment, for which all entitlements are paid on a pro-rata basis calculated by reference to full time employment. Fractional employment may be either on a continuing or fixed term basis.

### **18.6. Fixed Term Employment**

18.6.1. "Fixed term employment" means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire). Fixed term employment may be provided for on a full time or a fractional basis.

18.6.2. Fixed term employment may contain a reasonable probationary period, as specified in Clause 23 – Probationary Appointments that is directly related to the nature of the work to be carried out under the contract.

18.6.3. Fixed term employment may only be terminated on the initiative of the University as follows:

18.6.3.1. During the probationary period (in accordance with Clause 23);

18.6.3.2. For unsatisfactory performance (in accordance with Clause 42);

18.6.3.3. For serious misconduct (in accordance with Clause 43); or

18.6.3.4. Under Clause 39 - Retrenchment Provisions where the funding for the fixed term position is from a source other than funding that is part of the Commonwealth Grants Scheme, Higher Education Contribution Scheme or student fees and that funding is withdrawn or otherwise not continued.

Nothing in this Clause shall however prevent the University offering a fixed term staff member, and the staff member accepting, a voluntary separation under Clause 37 of this Agreement.

A fixed term staff member may not refuse any reasonable offer of redeployment to an academic role at his/her existing level and within his/her area of competency.

18.6.4. Where a staff member is employed on 2 or more fixed term contracts continuity of service for the purpose of leave eligibility under this Agreement including long service leave will not be deemed to have been broken provided there is no more than 2 months between those contracts. The period between the 2 fixed term contracts however shall not be counted as service.

18.6.5. The University's primary mode of employment is continuing employment. While it is recognised that fixed term employment contracts are necessary to enable the University to carry out its operations for specified periods or contingent work activity, they are supplementary to continuing employment. Fixed term contracts entered into after the commencement of this Agreement shall be limited to work activity that comes within the description of one or more of the following circumstances set out in sub-clause 18.6.6 below.

18.6.6. **Circumstances of Fixed Term Employment**

18.6.6.1. For a specific task or project of a limited duration for work on an activity that has a starting date and that is expected to be completed within an anticipated timeframe.

18.6.6.2. For work where the funding is finite not being funding that is part of the Commonwealth Grants Scheme, Higher Education Contributions Scheme or funding comprised of payment of fees made by or on behalf of students;

18.6.6.3. For work in a research only role, for a contract period of up to 5 years.

18.6.6.4. For work being performed that is part of a course or subject that will cease within an anticipated timeframe or where part or all of an organisational unit is to be disestablished, for a contract period of up to 2 years.

18.6.6.5. For replacement of another staff member for a specified period while they:

- a) are absent on leave, secondment or temporary transfer; or
- b) are undertaking higher duties or restricted duties; or
- c) are undertaking professional practice external to the University; or
- d) have elected to work part time for a specified period.

18.6.6.6. To fill a vacant position pending an appointment or recruitment action where the position has been advertised or approved for appointment, for a contract period of up to 9 months.

18.6.6.7. A pre-retirement contract ending on the date on which the staff member has indicated that they intend to retire, for a contract period of up to 5 years.

- 18.6.6.8. A post-retirement contract from the date on which the person is retiring, for a contract period of up to 5 years.
- 18.6.6.9. To undertake work that requires recent professional practice, specialist skills or expertise which does not have a long term requirement by the University, for a contract period of up to 3 years.
- 18.6.6.10. For work by an enrolled student of the University undertaken within a relevant academic unit or research unit that is related to his/her course of study. The period of employment shall not extend beyond the academic year in which the student ceases to be a student.
- 18.6.6.11. For work in an area of activity where there is uncertainty about the ongoing operational needs for the work to be performed for a contract period of up to 3 years due to:
- a) An unanticipated influx or decrease in enrolments in an established program, course or subject; or
  - b) The work relating to a new organisational area, program, course or subject where the future pattern of enrolments is unclear; or
  - c) The academic area being under review.
- 18.6.7. Nothing in this Clause affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement.
- 18.6.8. **Fixed Term Employment Conversion**
- Where the University gives notice to an academic staff member on a fixed term contract in accordance with sub-clause 13.4 - of the intention of the University to renew employment on the expiry of the contract or the academic staff member has been reappointed in the same position on a second or subsequent fixed term contract, the academic staff member may apply to the Director Human Resources for conversion to continuing employment on the same salary and classification level provided that the staff member:
- 18.6.8.1. Was not originally employed in the position on a fixed term contract that falls within sub-clauses 18.6.6.1 to 18.6.6.10 of this Agreement; and
- 18.6.8.2. Has satisfactorily completed the probationary requirements and has been employed for at least 3 years of continuous service in the relevant position; and
- 18.6.8.3. Was originally appointed following a competitive, merit based selection process for the relevant position; and
- 18.6.8.4. Has performed satisfactorily in the position; and
- 18.6.8.5. Meets all the current selection criteria for the position.
- 18.6.9. Notwithstanding anything in the Clause, the University at its discretion may at any time convert a fixed term appointment to ongoing employment.

### **18.7. Casual Employment**

"Casual employment" shall mean a person engaged as such by the hour and paid on an hourly basis as set out in Schedule 2. The University's primary mode of employment remains continuing employment, however it is recognised that casual employment is a necessary category of employment required to address circumstances such as: fluctuations in the academic and business cycle of the University; to supplement and enrich the academic workforce with persons with professional and specialist skills and experience; and, provide opportunities for higher degree students to gain experience in teaching and other academic work.

## **19. Career Development Fellowships/Reducing Casual Employment**

The purpose of Career Development Fellowship (CDF) positions is primarily to provide an opportunity for former or existing academic casual employees or academic fixed term staff of an Australian university to gain ongoing employment, although it is recognised that fixed term employment under this Clause is a more secure form of employment for those casual employees. Ideally staff appointed to a CDF will initially be engaged to perform teaching that would otherwise have been undertaken by academic casual employees

- 19.1.** The University will fill and maintain at least 10 FTE CDF positions within 12 months from the commencement of the Agreement.
- 19.2.** Career Development Fellows will be appointed on a continuing or fixed term basis provided that all fixed term appointments must be in accordance with sub-clause 18.6.6.
- 19.3.** Academic casual employees and academic fixed term staff are eligible to apply for CDF positions, provided that they have had a least 6 months or 1 semester of academic employment in an Australian university in the last 3 years.
- 19.4.** Appointments will normally not be less than 0.4 full time equivalent fraction.
- 19.5.** Career Development Fellows will be appointed at Level A or B, incrementally progress in accordance with Clause 22 (Incremental Progression) and be eligible for promotion in accordance with University policy.
- 19.6.** Where a Career Development Fellow at Level B is promoted, they will cease to be under a CDF and be automatically converted to a standard Teaching and Research role [with their workload being allocated in accordance with Clause 25 (Workloads)].
- 19.7.** In order to build a research profile and facilitate transition from a CDF to a standard Teaching and Research role, Career Development Fellows will have a workload allocation that includes a minimum allocation of 20% for research.
- 19.8.** Appointments will contain a probationary period in accordance with Clause 23 (Probationary Appointments).
- 19.9.** Once a Career Development Fellow has passed probation under a continuing appointment or been converted from fixed term employment to continuing employment, the staff member will hold a relevant academic title under Clause 14 (Nomenclature).

## **20. Terms of Engagement**

- 20.1.** Where the University engages an academic staff member under this Agreement, the University shall provide to the staff member an instrument of appointment that stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:
  - 20.1.1.** For academic staff members other than academic casual employees, the classification level and salary of the staff member on commencement of the employment and for fractional staff the fraction of a full time equivalent position;
  - 20.1.2.** Whether the appointment is on a continuing, fixed term, or casual basis, as defined in Clause 18 (Types of Academic Appointment);

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- 20.1.3. For a fixed term academic staff member, the term of the employment, the length and terms of any period of probation;
  - 20.1.4. For academic casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
  - 20.1.5. For any academic staff member subject to probationary employment, the length and terms of the probation; and
  - 20.1.6. Any other significant conditions of employment.
- 20.2.** The instrument of appointment will also reference this Agreement and provide advice as to where a copy of the Agreement may be accessed.



## **PART 4: PERFORMANCE ENHANCEMENT AND CAREER DEVELOPMENT**

### **21. Performance Enhancement and Career Development**

**21.1.** Both the University and academic staff members accept responsibility for performance enhancement and career development. The performance enhancement and career development process will be informed by and will inform annual workload allocations and opportunities realistically available in terms of the needs, requirements and strategic directions of the University and their Unit within it. The University acknowledges that training supervisors to effectively perform their role is vital to the success of the performance enhancement and career development process. The University will ensure that a supervisor training program is run annually.

21.1.1. The aims of the performance enhancement and career development process is to:

21.1.1.1. Enhance the performance of academic staff members by reviewing performance and delivering accurate, informative and constructive feedback to ensure goals are realistic and achievable and provide formal recognition of achievement;

21.1.1.2. Integrate the development plans of individual academic staff with workload requirements, annual leave plans and University development plans, in a coherent manner;

21.1.1.3. Commit the University and academic staff to ongoing individual development;

21.1.1.4. Provide regular and continuing opportunities for all academic staff members to formulate meaningful and achievable career goals and plans;

21.1.1.5. Provide a planned basis for the allocation of training and development resources to academic staff including training and support of professional development associated with flexible delivery and to provide support, encouragement and opportunities to enable effective professional development.

### **21.2. Performance Enhancement and Career Development Record**

The performance enhancement and career development record (PE&CDR) is established by the academic staff member and his/her supervisor. The resulting document is maintained online within the University's Performance Management system. Other staff with supervisory responsibility for the academic staff member (e.g. a co-supervisor and/or the supervisor's own supervisor) may participate in the CDR process and will have access to the documentation. Executive Deans or equivalent will have access to the CDRs for all academic staff in their respective faculty. Access to the documentation will normally be restricted to these people, except where it is required to be provided below, as well as those staff for administrative purposes in the course of their duties. All comments made by a supervisor on a staff member as part of the performance enhancement and career development process will be available to the staff member who will then have the opportunity to record on the system any comments. The performance enhancement and career development record is separate from disciplinary processes.

21.2.1. A copy of the appropriate sections of the most recent PE&CDR will be required for purposes of: confirmation of probationary appointments; promotion; study leave applications; accelerated incremental progression and, cases for attraction and retention allowances.

21.2.2. A section of the career development record should provide a summary of any agreed general development needs.

21.2.3. The University will maintain an appraisal system where staff can provide anonymous feedback on their supervisor.

### **21.3. Performance Enhancement and Career Development Interview**

Annual performance enhancement and career development interviews (PE&CDI) will be required for all members of academic staff. The first interview shall occur within 2 months of appointment and thereafter every 12 months. The performance enhancement and career development interview shall

be undertaken by the academic staff member's nominated supervisor. An academic staff member may, for whatever reason, invite another academic staff member to participate, in a support role, in the performance enhancement and career planning interview.

#### **21.4. Induction**

Within 2 months of entry on duty a first performance enhancement and career development interview must be completed by the supervisor with all new academic staff members as part of the induction process. At this interview the supervisor should also ensure the staff member is aware of the University's probation requirements and the University's Learning and Teaching (ULT) course (or successor) requirements outlined below. The new staff member may also invite a fellow academic staff member to assist in identifying development opportunities.

#### **21.5. University Learning and Teaching Course**

It is compulsory for academic staff members newly appointed to the University to undertake the ULT (or successor) course, unless exempt. This requirement applies to all academic staff involved in teaching who have an appointment of more than 12 months unless an academic staff member has applied for and been granted an exemption. Faculty workload models developed in accordance with sub-clause 25.4 will take into account learning and teaching course (ULT or successor) requirements for new academic staff members.

#### **21.6. Teaching Evaluation**

21.6.1. The University will maintain an individualised teaching and learning survey system which provides diagnostic feedback for academic staff.

21.6.2. As part of professional development academic staff and academic casuals who teach will regularly, including annually if required survey student opinion of their teaching and will engage in other efforts to monitor and improve their performance. The University will assist in the provision of support for those efforts and for this purpose only a staff member's immediate supervisor may have access to survey feedback. As a formative tool the survey must not be used for performance management.

21.6.3. The material produced by the system can be used by staff members e.g. as evidence of teaching performance for presentation to promotions and continuing appointments committees.

21.6.4. The survey must be a statistically valid instrument.

21.6.5. The Executive Dean may access aggregated teaching evaluation survey data for the purpose of considering developmental activities to improve teaching results. The Executive Dean may produce a report on the outcomes of that aggregated data. For purposes outside the faculty data will be aggregated across the University.

### **22. Incremental Progression**

**22.1.** All salary points above the bottom salary point for each of the Levels A, B, C, and D as set out in Schedule 1 are annual incremental points.

**22.2.** Subject to the procedures set out below, academic staff shall be entitled to progress annually within the salary range of the level of their appointment until the top salary point is reached.

**22.3.** Incremental progression within Levels A, B, C, and D shall be on the basis of satisfactory performance. Satisfactory performance means performance at an appropriate level for the academic staff member's appointment and consistent with the staff member's duties and the University's Position Classification Standards document referred to in Clause 15. It is recognised that academic staff may have duties during the incremental period that do not span all of the criterion areas defined in the PCSs.

#### **22.4. Progression Criteria**

In order to achieve progression to the next point on an incremental scale a member of the academic staff is expected to have shown satisfactory performance in the following criterion areas in accordance with sub-clause 21.3:

- 22.4.1. Undertaken such teaching duties as may have been allocated by the supervisor in consultation with the member of staff;
- 22.4.2. Contributed, through research, scholarly writing, publication, creative works in the arts, professional practice or in other ways to the advancement of and application of knowledge;
- 22.4.3. Participated in the administration of the University and/or provided leadership and undertaken such administrative duties in the organisational unit as might have been assigned by the supervisor;
- 22.4.4. Participated in the academic performance enhancement and career development scheme and undertaken such professional or personal development activities as might have been agreed during that process; and,
- 22.4.5. Contributed service to the relevant discipline through professional activity, continuing education, consultancy, conference organisation or other similar activity relevant to the work of the institution.
- 22.5.** Incremental progression will also be contingent upon presentation of the relevant extract of the performance enhancement and career development record as provided for in Clause 21 which confirms participation in the most recently required annual or biennial performance enhancement and career development interview.
- 22.6.** A decision shall be made prior to the end of the incremental period as to whether the increment is to be awarded or denied. The incremental period is 12 months from the date of appointment or the last increment awarded. Where a supervisor has concerns that an academic staff member's performance may not justify the award of an increment, the staff member should be informed of the supervisor's concerns as soon as possible prior to the date on which the increment is due. The academic staff member must also be given an opportunity at this time to raise mitigating circumstances or ongoing academic or professional development of which the supervisor might be unaware.
- 22.7. Recommendation of Supervisor**
- No recommendation to deny an increment can be made unless the academic staff member has been given an opportunity to address the concerns raised. Any final recommendation shall identify the supervisor's ongoing concerns, which shall be expressed in terms of the progression criteria and provided in writing to the academic staff member. The supervisor must take into account equal opportunity issues when assessing the academic staff member's performance for the award or denial of an increment.
- 22.8.** Where an academic staff member disputes a decision to withhold an increment, the matter will be referred to the Vice-Chancellor. Before making a final decision on whether to award or deny the increment, the Vice-Chancellor will give the staff member 5 working days to make any submissions in relation to the recommendation of the supervisor and, at the staff member's request will consult with the staff member's nominated fellow academic staff members in the discipline area. Following receipt and consideration of any such submissions and consultations the Vice-Chancellor will make a final decision on whether to award or deny the increment.
- 22.9.** Where an academic staff member has been denied an increment the supervisor can or the staff member may request that he/she be reconsidered for the awarding of the increment after a minimum period of 3 months after the increment was denied.

## 23. Probationary Appointments

- 23.1.** Normally, all appointments to the academic staff, whether on a fixed term or a continuing basis are made with a probationary period. Probation periods shall normally be as follows:

Type and Duration of Appointment	Period
Fixed term of less than 3 years	up to 6 months
Fixed term of 3 years or less than 4 years	up to 12 months
Fixed term of 4 years or more	up to 18 months
Continuing	up to 2 years

- 23.2.** Confirmation of an appointment on probation will normally be considered once only during the probationary period, usually at a point not earlier than 6 months before the expiry of the probationary

period in accordance with the procedures set out in the University's Academic Probation Procedures document. The onus will rest on the academic staff member to provide evidence of satisfactory performance based on the criteria.

- 23.3.** For confirmation of a probationary appointment, an academic staff member will need to meet the skill base requirements for the relevant academic level and demonstrate performance and overall merit relative to the position classification standard of the current level, presenting appropriate evidence relating to the staff member's performance.
- 23.4.** Where an academic staff member, who has a continuing appointment with a probationary period, has not had a reasonable opportunity to meet the requirements of the probationary period due to circumstances beyond the staff member's control, he/she may request an extension of the probationary period in order to better prepare his/her case. The request will be made to the Executive Dean or equivalent through the respective Head of Unit. Where a case is made any extension shall not unreasonably be refused. If approved, an extension of up to 12 months will be granted. The total probationary period may not exceed 3 years.
- 23.5.** Where the recommendation is not to confirm the staff member's appointment, the recommendation will be referred to the Vice-Chancellor who may terminate the academic staff member's appointment.
- 23.6.** Where an academic staff member's appointment has been terminated pursuant to sub-clause 23.5, the staff member shall have the option of receiving 4 months' payment in lieu of notice or working out 4 months' notice of termination. The staff member shall have 1 week, from the date of being notified of the termination of his/her appointment in accordance with Clause 23.5, to make a decision on this option and the notice period shall take effect from the end of that week.
- 23.7.** A decision not to confirm a probationary appointment may be subject to review by the Probation Appeal Committee. The Appeal Committee does not have the authority to confirm a probationary appointment. A staff member may only appeal on the grounds of lack of due process, denial of natural justice or bias, or inconsistent application of the criteria for the granting of confirmation of a probationary appointment and only to the extent to which, in the Appeal Committee's view these grounds materially and adversely affected the outcome of the application for confirmation of probationary appointment. Any such appeal must be lodged in full within 10 working days of being advised of the decision. The Appeal Committee will operate in accordance with the established procedures and make a report to the Vice-Chancellor on whether, in their view, the grounds of appeal are substantiated and, if so, whether they had materially and adversely affected the outcome. The Vice-Chancellor will either refer the matter back for reconsideration or terminate the academic staff member's appointment. The Probations Appeal Committee will be constituted in accordance with Clause 45 (Review Committees).
- 23.8.** Any second or subsequent fixed term contract for the same position will not contain a probationary period.

## **PART 5: WORKING ARRANGEMENTS**

### **24. Preamble**

The University recognises the inter-dependence of academic staff members' work and family lives and the need for them to provide care, assistance and support to their family members and to participate in associated cultural obligations. The University is committed to 'family friendly' work strategies to assist staff trying to balance work and family responsibilities. The University will encourage the development of practices that seek to:

- 24.1.** Make staff aware of the work and family arrangements in this Agreement;
- 24.2.** Encourage and support varied working arrangements at a work unit and University level;
- 24.3.** Organise work to take into account responsibilities of staff with family commitments;
- 24.4.** Take into account equal opportunity issues when considering an academic staff member's performance; and
- 24.5.** Allow academic staff members the opportunity to be in contact with family members in emergency situations during working hours.

These factors will be taken into consideration in the scheduling of academic work (i.e. teaching face-to-face and on-line, research/scholarship, management and professional activities) for academic staff members.

### **25. Workloads**

#### **25.1. Purpose**

The purpose of this Clause is to provide for the equitable distribution of workloads among academic staff in the context of the strategic priorities and resource constraints that apply to the University from time to time.

#### **25.2. Workload Allocation**

- 25.2.1. This Clause provides for an annual workload to be allocated to each academic staff member taking into consideration annual leave plans. Such allocation will be in writing. Workload allocation will be the responsibility of the supervisor. Supervisors are required to ensure that allocations are consistent with faculty workload models and that individual academic staff members are consulted prior to finalising workload allocations.
- 25.2.2. Each workload allocation will specify the mix of the main areas of academic work that the staff member will undertake in the coming year.  
The allocation of academic duties will:
  - 25.2.2.1. Be consistent with the University's strategic plans and academic mission including off-shore work;
  - 25.2.2.2. Seek to achieve a balance between the academic staff member's career goals and aspirations and the goals, needs and commitments of the faculty and its sub-units;
  - 25.2.2.3. Allow for individual allocations to be varied during the year, after consultation between the academic staff member and the supervisor, where circumstances change;
  - 25.2.2.4. Ensure equity between staff members in the faculty both with regard to core teaching, administrative and University governance duties and with regard to total workload.
  - 25.2.2.5. Any teaching by an academic staff member in Summer session is to be included in the annual workload allocation. Any workload allocation during Summer session will be subject to consultation with the staff member in advance and not be unreasonably required. Consideration will be given to any commitments including annual leave arrangements.

### **25.3. Content of Workload Allocations**

- 25.3.1. Unless appointed to a research only position or to a specialist position with individually specified duties each academic staff member's workload allocation will normally include elements of research, learning and teaching, and governance and service, provided that in the event of an academic staff member not undertaking a full time equivalent workload to faculty standards in 1 or other areas of academic activity, it is recognized that there may be a need to increase the workload allocation in 1 or other of these elements. For example, following career development discussions, where a staff member is unlikely to reach an acceptable research output, the staff member's workload allocation for teaching and/or governance responsibilities may need to be increased. Any increase in teaching will take account of any negative impact on the quality of the student experience.
- 25.3.2. Workload Allocations will also:
  - 25.3.2.1. Be consistent with EED and affirmative action principles, policies and practices;
  - 25.3.2.2. Specify its date of commencement and period of operation; and,
  - 25.3.2.3. Not normally require the staff member (excluding those staff appointed to Career Development Fellowships) to undertake more than 750 hours of face-to-face and/or on-line teaching and teaching related hours per annum (averaged over a 2 year period without penalty for periods of approved leave) over a period of 26 to 32 weeks per annum.

### **25.4. Faculty Workload Models**

- 25.4.1. The Executive Dean or equivalent of each faculty shall be responsible for maintaining a workloads model for the faculty. The development of an appropriate workload model consistent with this Agreement will be the responsibility of each faculty workload reference group and subject to ratification by academic staff in a faculty meeting or by other faculty survey.
- 25.4.2. The faculty workload model will;
  - 25.4.2.1. Encompass the elements of research, learning and teaching, and governance and service and be based on 48 (minus public holidays and concessional days) out of 52 weeks per year;
  - 25.4.2.2. Indicate the normal balance between the elements of academic activity that are relevant to that faculty.
- 25.4.3. Faculty workload allocations shall be published and be available to all staff within each faculty including on the faculty's intranet site.

### **25.5. Faculty Workload Reference Group**

- 25.5.1. The Faculty Workload Reference Group will consist of the Executive Dean or nominee, a Head of Department or Associate Dean or equivalent person, and two staff members of the faculty; one appointed by the NTEU Branch and one elected by the academic staff of the faculty.
- 25.5.2. In addition to the role of the Faculty Workload Reference Group in developing the faculty workload model, the Reference Group will also monitor the equitable distribution of workloads across the faculty and in the first instance attempt to resolve any disputes in respect of workload allocation.
- 25.5.3. The Faculty Workload Reference Group will meet at least twice a year following the distribution of workload allocation and prior to the publication of the timetable for the next teaching session. Academic staff within the faculty will be notified four weeks in advance of the meeting and will be given the opportunity to submit issues for consideration.
- 25.5.4. Each Faculty Workload Reference Group may make such administrative arrangements as may be necessary to administer the workload standards in this Clause.

## **25.6. University Workload Committee**

- 25.6.1. The University Workload Committee will consist of a Deputy Vice-Chancellor or nominee, an Executive Dean nominated by the Vice-Chancellor, and 2 academic staff members nominated by the NTEU Branch, 1 of whom will normally be the Branch President.
- 25.6.2. The role of the University Workload Committee will be to ensure, through review, faculty compliance with the relevant clauses of this Agreement and to publish the faculty workload model on the University intranet. The Committee shall meet at least twice per year.
- 25.6.3. Where a workload dispute arises and is not resolved at the Faculty level, the staff member(s) will be entitled to refer it to the University Workload Committee. The University Workload Committee will be guided by the following criteria:
- 25.6.3.1. The Faculty's ratified workload requirements including its stated workload requirements for face-to-face and/or on-line teaching and teaching related activity.
- 25.6.3.2. The staff member's workloads in all areas of academic activity.
- 25.6.3.3. Whether the staff member (excluding those appointed to Career Development Fellowships) has been required to undertake more than 750 hours of teaching and teaching related hours per annum (averaged over a 2 year period without penalty for periods of approved leave) over a period of 26 to 32 weeks per annum.

## **26. Academic Availability**

- 26.1. It is recognised that some academic tasks may more efficiently or necessarily be performed off campus. Academic staff who are on duty but off campus are to remain accessible and provide to the Head of School their contact details, particularly if the staff member is not at their normal address.
- 26.2. Academic staff are expected to make themselves reasonably available on campus for scheduled academic and other commitments except during periods of approved leave. Students can also expect to have reasonable access to academic staff involved in supervision, teaching or administering in any unit, subject or course in which they are enrolled in accordance with the University's policies and practices in this regard.

## **27. Consultancy**

Academic staff will be entitled to undertake consultancies in accordance with the University's Consultancy, Secondary Employment, Conflict of Interest and related policies.

## **28. Intellectual Property**

The University will have and maintain an Intellectual Property Policy that respects and promotes the rights, including moral rights, and interests of originators and the University.

## **29. Fractional Employment**

An academic staff member may seek approval to convert his/her appointment to a fractional position for a specified period. In such cases the staff member would continue to work an agreed range of normal academic duties but with a consequential reduction in workload allocation during the period. The conditions associated with such an arrangement will need to be discussed and agreed between the staff member and Head of Unit and approved by the Executive Dean or equivalent before the fractional appointment arrangement commences.

## **30. Working in Other Locations**

- 30.1. There may be an increasing need for academic staff to work in a variety of locations in Australia and internationally. All contracts that existed prior to the certification of this Agreement are deemed to have stated Wollongong as the main location, unless a contract specifically provided otherwise. All employment contracts should state the main initial location/s in which academic activity is to occur.

- 30.2.** Should a requirement arise for academic staff to work in locations other than their main location/s, the University agrees to take into consideration equity related and/or personal issues, allocation of teaching loads, the time and costs of travel, and other issues related to the specific work. These issues will need to be considered in an academic staff member's workload allocation.
- 30.3.** Where there is a requirement for work to be performed at a location other than the academic staff member's main location/s, where practical, all suitably qualified academic staff members will be offered the opportunity to volunteer to undertake the work.
- 30.4.** In the absence of an appropriate volunteer, the University may nominate an academic staff member to undertake the work at a location other than the staff member's main location/s provided that the University will not require the nominated staff member to work at the other location where the staff member can demonstrate pressing domestic or other substantive personal reasons that would make it unreasonable for the staff member to work in the alternate location for the period concerned. Where a nominated staff member believes that it would be unreasonable to undertake the work at the other location on one of the above grounds, then the staff member will be required to make a case to the Executive Dean or equivalent.
- 30.5.** Where an academic staff member undertakes work in a location other than his/her main location/s, the University will meet the cost of travel in accordance with the University's Travel and Entertainment Policy.
- 30.6.** Any disputes arising out of this Clause shall be dealt with under Clause 8 (Disputes Resolution Procedure).

## **31. Casual Employment**

- 31.1.** The University shall require academic casual employees to have the appropriate qualifications and experience and to produce evidence to demonstrate this. Engagement of academic casual employees should be on the basis of merit, be transparent, consistent with University policy and, where appropriate, competitive.

### **31.2. University Casual Induction**

Academic casual employees will not be employed beyond one teaching session without completing the University's casual induction training, conducted either via workshop session or online. Payment for attendance at the training session or online completion will be made for 2 hours at the ancillary hourly rate. Online completion nominally takes two hours.

### **31.3. Resources for Casual Academic Employees**

The University acknowledges that provision of adequate resources to support casual academic teaching is needed, however actual resources provided by a Faculty will be as considered necessary by each Faculty. The Code of Practice guidelines s 6(f) for casual academic teaching, in force as at 1 January 2015, gives an indication of resources that may be made available to support casual academic employees.

### **31.4. Teaching Duties**

Teaching duties include:

- 31.4.1. Preparation of lectures and tutorials and laboratory classes to be presented.
- 31.4.2. Presentation of lectures and/or tutorials and laboratory classes.
- 31.4.3. Production of resource materials and flexible delivery.
- 31.4.4. Administration of relevant records, student consultation time and contemporaneous marking (i.e. marking which is performed or could reasonably be performed in the teaching contact hour), provided that the total time required to be devoted to these duties collectively shall not exceed one hour for each hour required to be devoted to the presentation of lectures and/or tutorials and laboratory classes.



31.4.5. Marking: Marking, except marking as described in sub-clause 31.4.4 above, will be paid for in accordance with the applicable rates set out in Schedule 2 of this Agreement. The Executive Dean of Faculty or equivalent will be responsible for establishing faculty marking formulae for the payment of marking. The Deputy Vice-Chancellor (Academic) will be responsible for maintaining equity across faculties and in resolving any disputes in relation to payments for marking.

### **31.5. Ancillary Teaching Duties**

Any duties which the academic casual employee is required to perform beyond those outlined in sub-clause 31.4 shall be paid for separately. Such duties may include:

31.5.1. Attendance at lectures;

31.5.2. Formal student consultation time;

31.5.3. Preparation of subject guides, course outlines and reading lists;

31.5.4. Activities associated with the coordination of subjects; and

31.5.5. Attendance at meetings.

31.6. An academic casual employee will submit timesheets in a timely manner and will then be paid within 22 days of submitting a completed, valid claim for payment to the University.

## **32. Anti-Discrimination and Grievances**

32.1. The University will maintain and follow policies covering areas of Employment Equity and Diversity and the prevention and appropriate management of grievances, bullying, harassment and discrimination. These policies assist the University and the University community to meet the legal obligations under the applicable state and federal laws.

32.2. While these policies attempt to provide frameworks to resolve complaints raised, nothing in this Clause shall derogate from the right of an employee or the University to pursue a matter of discrimination in the relevant State or Federal tribunal.

32.3. The University is committed to reviewing these policies and such reviews will be done in consultation with staff and the Equal Employment and Diversity (EED) Committee which has NTEU representation.

32.4. In particular, the University recognises that the current Grievance Resolution Procedures are not sustainable and are to be revised as a priority. The University will review these procedures as outlined above.

32.5. Matters dealt with in accordance with the policies referred to in this Clause shall not be subject to the dispute resolution procedures under this Agreement.

## **33. Aboriginal and Torres Strait Islander Peoples**

33.1. The University has an Aboriginal and Torres Strait Island Peoples Employment Strategy. The University will continue to be committed to reviewing, maintaining and implementing this employment strategy and the target contained therein which is currently 3%.

33.2. For the purpose of the employment strategy, the University will have an Aboriginal and Torres Strait Island Peoples Employment Steering Committee which will include an NTEU staff member representative and will be chaired by a senior member of staff nominated by the Vice-Chancellor of the University. During the life of the Agreement, the NTEU and the University agree to work together to review strategies from other organisations with the view to proposing relevant recommendations to University management for consideration so that the University is well positioned to increase its numbers of Aboriginal and Torres Strait Island peoples.

### **34. Work Health and Safety**

- 34.1.** The University acknowledges the need to maintain a safe and healthy workplace and to ensure compliance with the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.
- 34.2.** New staff to the University are offered WH&S induction and other risk specific training and it is expected that all new staff will complete this training within not more than 6 months of commencement with the University.
- 34.3.** Where a staff member has an additional designated formal WH&S role by way of his/her job duties or committee membership it will be recognised as a formal part of his/her job responsibilities.
- 34.4.** The appropriate channels for raising WH&S issues include the relevant supervisor, Workplace Advisory Committee, the central WH&S Committee or the WH&S Unit. Any aspect of this Clause or WH&S generally is not subject to the dispute resolution procedures under this Agreement.

## **PART 6: CHANGE**

### **35. Managing Change**

The process for implementing significant workplace change is as follows:

- 35.1.** It is acknowledged that sound management of workplace change requires the involvement of staff who will be affected by that change.
- 35.2.** Categories of workplace change subject to this Clause may include changes in the composition, operation or size of the workforce or in the skills required; the enhancement, elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of staff members to other work or locations, the restructuring of jobs and changing work practices.
- 35.3.** Where significant workplace change as described under sub-clause 35.2 above, affects academic staff within a faculty, department or other unit of the University, the University will directly consult with the academic staff members affected and advise them in the initial communication that they may be represented by his/her staff representative(s). If a staff member elects representation, the staff representative(s) will advise the University and will be included at all stages of the consultation process. At the request of the affected staff member(s) the workplace change will also be discussed within the joint Consultative Committee in accordance with the provisions of this Clause.
- 35.4.** Staff members will be entitled to request the advice or assistance of his/her staff representative(s), as applicable, at any stage of discussion of the change, who may be an academic staff member, an academic staff union delegate or an accredited union official of the NTEU
- 35.5.** University management responsible for any such proposal must notify affected staff that such a proposal is within contemplation in a reasonable period prior to the finalisation of the decision. The University must ensure that sufficient and relevant information is provided to the affected academic staff to allow them to understand the: extent and nature of the change proposal; reasons for making the change; timeframe for change; and, the details of likely staffing impacts, including possible redundancies and relocations.
- 35.6.** The consultation shall commence as soon as possible after it becomes clear that a change is contemplated.
- 35.7.** For the purpose of the consultations, University management shall provide the academic staff members likely to be affected and where requested his/her staff representative(s) with sufficient information.
- 35.8.** The University management shall allow sufficient time for the consultations and shall give consideration to matters raised by those affected and, where requested, their staff representative(s) before reaching a definite decision. This process should normally be completed within a 5 week period.
- 35.9.** All affected academic staff and, where requested, their staff representative(s), will be advised of any changes subsequently recommended and the rationale for such changes, and will have an opportunity to comment on the recommendations.
- 35.10.** The process of implementation of any recommendations resulting in changes will be in good faith and will proceed after such consultation. Staff and their representatives will be consulted during the implementation process.
- 35.11.** Where changes are likely to lead to the need for forced retrenchment, the University shall ensure that reasonable measures including:
  - 35.11.1.** All practical avenues of redeployment have been considered;
  - 35.11.2.** Appropriate staff at the same level in similar categories of employment have been asked to consider voluntary redundancy to create redeployment opportunities;

- 35.11.3. All positions currently vacant or likely to become vacant in the near future (e.g. through retirement) have been considered as alternatives for redeployment;
- 35.11.4. Exploring options for conversion to fractional employment.
- 35.12.** Only after the above factors have been considered and any relevant procedures have been followed shall the University consider the use of forced retrenchment to adjust its staffing profile and act in accordance with Clauses 38(Redeployment) and 39 (Retrenchment Provisions).
- 35.13.** Any disputes in relation to the application or operation of this Clause shall be dealt with under Clause 8 – Disputes Resolution Procedure.

## **36. Contracting Out**

Where the University proposes to enter into a contract with an outside organisation, including a University controlled entity, which would create a reduction in the amount of academic work currently undertaken by University academic staff, the following conditions will apply:

- 36.1.** The University will consult with affected academic staff in accordance with Clause 35 (Managing Change).
- 36.2.** If the proposal has the intent of transferring a University academic staff member from the University to another employer, then the following conditions shall apply:
  - 36.2.1. No academic staff member shall be forced to transfer to another employer;
  - 36.2.2. If the academic staff member wishes to remain with the University, then the University will attempt to redeploy the staff member in accordance with Clause 38 (Redeployment);
  - 36.2.3. If the academic staff member wishes to leave the University but does not wish to go to the new organisation, the University will offer the staff member a Voluntary Separation in accordance with Clause 37 (Voluntary Separation);
  - 36.2.4. If the provisions in sub-clauses 36.2.2. or 36.2.3. do not resolve the situation then the other general provisions of this Agreement will apply;
  - 36.2.5. If an academic staff member wishes to transfer to another employer for a fixed period to continue their academic work, then the University may grant leave without pay, in accordance with Clause 56 (Leave Without Pay).

## **37. Voluntary Separation**

- 37.1.** The University will make offers of voluntary separation as necessary, in accordance with this Agreement. Also, the University will consider expressions of interest from a member of academic staff who wishes to be considered for a voluntary separation at any time. Individual academic staff members shall have 8 weeks from receipt of a written offer of voluntary separation to decide whether to accept an offer of voluntary separation. Applications are confidential and no academic staff member shall be discriminated against because they have lodged an application or expression of interest.
- 37.2.** The University may reject any application for voluntary separation where it considers that the academic staff member is necessary to its ongoing operations. Where an application is rejected by the University, the staff member concerned will not be forcibly retrenched without being made a further offer of voluntary separation.
- 37.3.** If an application for voluntary separation is accepted, the academic staff member will receive:
  - 37.3.1. A sum calculated at the rate of 4 weeks' salary for the first completed year of service with the University and 2 weeks' salary per completed year of service thereafter. A staff member who is over 45 years of age will also be entitled to an additional, 4 weeks' salary. Provided that the maximum entitlement under this sub-clause is 52 weeks' salary;
  - 37.3.2. Payment on a pro rata basis for long service leave calculated on completed years of service;
  - 37.3.3. Six months further employment from the date of acceptance of an application for voluntary separation;

- 37.3.4. In relation to the period of further employment the University shall, if the academic staff member requests and if the request is not totally impracticable, in the interests of the efficient administration of the institution, make payment to an academic staff member in lieu of all or part of this period of further employment as agreed between the University and that academic staff member;
- 37.3.5. All payments under this sub-clause are in lieu of any notice period, access to a scheme of redeployment or other retrenchment benefit in this Agreement.
- 37.4.** Service for the purpose of voluntary separation and retrenchment entitlements shall include all continuous (non-casual) employment with the University or its antecedent institutions and shall include parental leave with pay, recreation leave, long service leave, study leave and any other approved paid leave. Periods of approved leave without pay will not be regarded as a break in continuous service. Breaks of less than two months in service shall not be regarded as breaking continuous service but only the actual service will be counted for the purposes of this Clause.
- 37.5.** The University shall not notify any academic staff member that his/her position is being retrenched until the voluntary separation has been declined. Any such retrenchment shall be in accordance with Clause 39 (Retrenchment Provisions).

### **38. Redeployment**

- 38.1.** For those members of academic staff with continuing appointments that are in areas where the need for staff reductions has been identified, the University shall make all reasonable endeavours to redeploy them to another position within the University with equivalent salary. Such staff will be informed of any relevant vacancies; provided with position descriptions and selection criteria of those relevant vacancies; and, given an opportunity (5 working days) to express interest in and be considered for any relevant vacancy prior to advertisement.
- 38.2.** Where an academic staff member applies for a position and can demonstrate to a selection committee that he/she is able to perform the duties satisfactorily in accordance with the relevant position classification standard, a transfer will be effected at the earliest possible mutually acceptable date. Where the staff member can demonstrate that they would be able to perform the duties within a reasonable period of retraining of up to a maximum of 2 years then approval of any such arrangement will be by the Vice-Chancellor. Any reasonable costs associated with a program of retraining shall be reimbursed to the academic staff member.
- 38.3.** Where the position is at a classification level less than the academic staff member's existing position, the academic staff member may apply for that position and shall have his/her salary maintained at the existing graded position for 2 years at which point it will revert to the salary level for the position held.
- 38.4.** If an academic staff member is redeployed to a permanent position elsewhere in the University (i.e. involving a geographic relocation) and, as a consequence, it is not reasonably practicable for the staff member to remain in his or her existing residence, the academic staff member shall be entitled to all reasonable expenses associated with moving household to a new locality on the basis set out in the University's Relocation Assistance Guidelines.

### **39. Retrenchment Provisions**

- 39.1.** Where the University has decided to terminate the employment of one or more academic staff members for reasons of an economic, technological, structural or similar nature, including:
- 39.1.1. A decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on 1 or more campuses;
- 39.1.2. A decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on 1 or more campuses;
- 39.1.3. Financial exigency within an organisational unit or cost centre; or
- 39.1.4. Changes in technology or work methods;

and, where the University has followed the processes outlined in Clauses 35 (Managing Change); 37 (Voluntary Separation); and 38 (Redeployment), the Vice-Chancellor may formally advise in writing any academic staff member who has declined to accept an offer of voluntary separation or redeployment under this Agreement that the academic staff member is an excess staff member and will be retrenched.

Once the Vice-Chancellor has advised the academic staff member that they will be retrenched, no further offer of voluntary separation will be available to the staff member.

- 39.2.** Prior to the retrenchment taking effect, an excess academic staff member shall be given further employment from the date of advice under sub-clause 39.1. The period of further employment will be dependent upon the staff member's age at the time of the advice and will be in accordance with the table below:

Age	Months
39 and under	6
40	7
41	8
42	9
43	10
44	11
45 and over	12

- 39.3.** The period of further employment set out in sub-clause 39.2 above will be in addition to any period of notice specified in Clause 13 (Notice Periods) or any individual staff member's contract of employment.
- 39.4.** The Vice-Chancellor's decision shall be final, provided nothing in this Clause shall be construed as excluding the jurisdiction of any court or tribunal which, but for this Clause, would be competent to deal with the matter.
- 39.5. Benefits on Retrenchment**

On retrenchment, a continuing staff member will receive the following amount of severance pay in respect of a continuous period of service.

Service	Severance Pay
Up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- 39.6.** An 'excess' academic staff member may request a letter signed by the Vice-Chancellor certifying that he or she is the occupant of a position deemed to be surplus to the requirements of the University.
- 39.7.** From the time an academic staff member receives notice under sub-clause 39.1 that he/she is an 'excess' staff member, he or she shall be entitled to reasonable leave as determined by the Vice-Chancellor with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer, the academic staff member shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

## 40. Severance Payments - Fixed Term Contracts

- 40.1.** A fixed term academic staff member, other than an academic staff member who is employed in a fixed term contract as a replacement staff member or in a fixed term pre-retirement or post-retirement contract, whose contract of employment is not renewed in circumstances where the academic staff member seeks to continue the employment shall be entitled to a severance payment in accordance with the Schedule in sub-clause 40.1.2 below, in the following circumstances:
- 40.1.1. The academic staff member is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
- 40.1.2. The academic staff member is employed on a fixed term contract and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year and up to completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and up to the completion of 10 years	16 weeks' pay
10 years and over	18 weeks' pay

- 40.2.** Where the University advises an academic staff member in writing that further employment may be offered within 6 weeks of the expiry of a period of fixed term employment, then the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry of the period of fixed term employment.

## **PART 7: TERMINATION & DISCIPLINARY MATTERS**

### **41. General**

- 41.1.** Other than as provided for in Clauses 22 (Incremental Progression) and 23 (Probationary Appointments), all decisions to discipline or terminate the employment of an academic staff member can only be taken by the Vice-Chancellor in accordance with Parts 6 and 7 of this Agreement.
- 41.2.** The University must not terminate the employment of an academic staff member unless the staff member has been given notice and/or compensation as required under Clause 13 (Notice Periods) provided that the University may terminate without notice the employment of an academic staff member found to have engaged in conduct of a kind envisaged in Section 123(1)(b) of the *Fair Work Act 2009* and Regulation 1.07 such that it would be unreasonable to require the University to continue employment during a period of notice.
- 41.3.** An academic supervisor must make every reasonable effort to resolve instances of possible misconduct or unsatisfactory performance through guidance, counselling and appropriate academic staff development, or appropriate work allocation before a possible report to the Vice-Chancellor under Clauses 42 (Managing Unsatisfactory Performance) or 43 (Misconduct and Serious Misconduct).
- 41.4.** In cases involving misconduct, disciplinary action shall be limited to the scope of sub-clauses 41.5.2.1 to 41.5.2.3 below.
- 41.5. Definitions**
- 41.5.1. "Termination of Employment" means termination of employment at the initiative of the University.
- 41.5.2. "Disciplinary Action" means action by the University to discipline a member of academic staff for unsatisfactory performance, misconduct or serious misconduct and is limited to:
- 41.5.2.1. Formal censure or counselling;
- 41.5.2.2. Demotion by one or more classification levels or increments;
- 41.5.2.3. Suspension with or without pay;
- 41.5.2.4. Termination of employment.
- 41.5.3. "Serious Misconduct" shall mean:
- 41.5.3.1. Serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of an academic staff member's duties or to an academic's colleagues carrying out their duties;
- 41.5.3.2. Conviction by a court of an offence that constitutes a serious impediment of the kind referred to above;
- 41.5.3.3. Serious dereliction of the duties required of the academic office.
- 41.5.3.4. Repeated instances of proven misconduct.
- 41.5.4. "Misconduct" shall mean conduct that is not serious misconduct but which is nonetheless conduct that is unsatisfactory.



## **42. Managing Unsatisfactory Performance**

- 42.1.** Other than as provided for under Clauses 22 (Incremental Progression) and 23 (Probationary Periods), where a supervisor forms the view that an academic staff member's performance is not satisfactory, the provisions of this Clause must be followed.
- 42.2.** Where a supervisor is of the view that the performance of an academic staff member is not satisfactory, the supervisor must:
- 42.2.1. Inform the academic staff member that action is being taken in accordance with this Clause;
  - 42.2.2. Advise the academic staff member on the nature of the improvement required and the time within which reasonable improvement is expected; and
  - 42.2.3. Make a record of the advice given and provide a copy to the academic staff member.
- An academic staff member where requested may choose to be accompanied by a staff representative at any meeting convened in accordance with this Clause.
- 42.3.** Where a supervisor believes that the processes referred to above have not produced the desired improvements in performance, the supervisor will make a report to the Executive Dean or equivalent and, at the same time, provide a copy to the academic staff member, who may choose to make a response to the Executive Dean or equivalent within 5 working days of receipt of the report.
- 42.4.** Following the receipt of the report, the Executive Dean or equivalent will meet with the academic staff member who will give the staff member an opportunity to speak to his/her response prior to reviewing the report. At this point the academic staff member may also request that the Executive Dean or equivalent seek input from up to 3 of the academic staff members peers in the Faculty.
- 42.5.** The Executive Dean or equivalent after taking into account any response provided by the academic staff member including any mitigating circumstances and any comments by the staff members academic peers may decide, within 5 working days, to either refer the matter back to the supervisor for a further review period in accordance with sub-clause 42.2 or refer the report to the Vice- Chancellor. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the unsatisfactory performance.
- 42.6.** The supervisor shall provide the academic staff member with a copy of the report at the time it is submitted. The academic staff member shall be entitled to 10 working days to submit to the Vice-Chancellor a written response to the supervisor's report.
- 42.7.** The Vice-Chancellor may then decide to:
- 42.7.1. Take no further action;
  - 42.7.2. Refer the matter back to the supervisor to ensure that the process referred to in this clause is complied with in substance and in a manner appropriate to the circumstances;
  - 42.7.3. Take disciplinary action.
- 42.8.** If the Vice-Chancellor approves disciplinary action, a meeting will be held between the academic staff member and Human Resources. The academic staff member may request a staff representative to attend as a support person. The Executive Dean/equivalent or Director will be in attendance. The academic staff member will be advised in writing of the disciplinary action, including the reason and the date of effect.
- 42.9.** If within 5 working days of this written advice, the Vice-Chancellor receives from the academic staff member, a written request for a review of the decision, the Vice-Chancellor shall refer the matter to a Review Committee constituted in accordance with Clause 45. The terms of reference of the Committee shall be to report on whether the process set out in this Clause has been followed
- 42.10.** The Committee shall:
- 42.10.1. Provide an opportunity for the academic staff member to be interviewed by it and ensure that he/she has received the benefits of the process outlined in this Clause. The Committee may take into account such further materials as it believes appropriate to substantiate or otherwise whether the process in this Clause has been followed;

- 42.10.2. Interview any person it thinks fit to establish the nature of the process which has been followed;
  - 42.10.3. Conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - 42.10.4. Conduct proceedings in camera and as a committee of inquiry;
  - 42.10.5. Take into account such further material as it believes appropriate to assess the process followed in the case.
- 42.11.** The Committee shall provide a report to the Vice-Chancellor and the academic staff member as soon as is practicable following the conclusion of Committee proceedings, but in any case within 15 working days.
- 42.12.** If the Committee concludes that the process set out in this Clause was not properly followed, the Vice-Chancellor shall reconsider his/her decision but may first take such steps to remedy the perceived unfairness as may seem to him/her reasonable.
- 42.13.** The action of the Vice-Chancellor under this Clause shall be final, except that nothing in this Clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
- 42.14.** If the disciplinary action to be undertaken is in the form of dismissal from the University, any required notice period will be paid out in lieu of notice.

### **43. Misconduct and Serious Misconduct**

- 43.1.** Where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 42, the procedures of this Clause are not required, but the provisions of Clause 42, including notice periods and review procedures must be followed.
- 43.2.** Any allegation of misconduct/serious misconduct shall be considered by the Vice-Chancellor. If the Vice-Chancellor believes such allegations warrant further investigation, the Vice-Chancellor shall:
- 43.2.1. Notify the academic staff member in writing and in sufficient detail to enable the academic staff member to understand the precise nature of the allegations and to properly consider and respond to them;
  - 43.2.2. Require the academic staff member to submit a written response within 10 working days.
- 43.3.** At the time of notifying the academic staff member in accordance with sub-clause 43.2, the Vice-Chancellor may suspend the staff member on full pay, or may suspend the staff member without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind envisaged in s 123(1)(b) of the *Fair Work Act 2009* and Regulation 1.07 such that it would be unreasonable to require the University to continue employment during a period of notice. Provided that:
- 43.3.1. Where suspension without pay occurs at a time when the academic staff member is on paid leave of absence, the staff member shall continue to receive a salary for the period of the leave of absence;
  - 43.3.2. The academic staff member may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
  - 43.3.3. The Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
  - 43.3.4. Where a suspension without pay has been imposed and the matter is subsequently referred to a committee, the Vice-Chancellor shall ensure that a committee at its first meeting determines whether suspension without pay should continue and that committee shall have the power to revoke such a suspension from its date of effect.
- 43.4.** If the allegations are denied by the academic staff member and the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the staff member in writing, and may, by agreement with the academic staff member, publish the advice in an appropriate manner.
- 43.5.** If the allegations are admitted in full by the academic staff member and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Vice-Chancellor shall advise

the staff member in writing of the Vice-Chancellor's decision and the operative date of the disciplinary action.

- 43.6.** If the allegation is denied in part or in full or if the academic staff member has not responded to the allegations, the Vice-Chancellor shall refer the matter to a committee in accordance with the provisions of sub-clause 43.9, unless:
- 43.6.1. The Vice-Chancellor decides to take no further action or counsel or censure the academic staff member for unsatisfactory behaviour and take no other action;
  - 43.6.2. The academic staff member elects to have the allegations investigated by an independent Investigating Officer appointed by the Vice-Chancellor after consultation with the academic staff member;
  - 43.6.3. The academic staff member has elected in writing to have the Vice-Chancellor or nominee, determine the disciplinary action without reference to a Committee or Investigating Officer.
- 43.7.** During any period of suspension the academic staff member may be excluded from the University, provided that he or she shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.
- 43.8.** Nothing in this Agreement implies an inability to deny pay during a period of strike or lockout or where an academic staff member is not ready, willing and able to carry out duties.
- 43.9.** Where a matter is referred to a committee it shall be constituted in accordance with Clause 45 (Review Committees). The Vice-Chancellor shall convene the committee within 10 working days where practicable.
- 43.9.1. The committee or investigating officer shall:
    - 43.9.1.1. Provide an opportunity for the academic staff member to be interviewed by it and ensure that he/she has adequate opportunity to answer the allegations;
    - 43.9.1.2. Conduct all interviews in the presence of the academic staff member and/or where requested the staff member's staff representative and the Vice-Chancellor or his or her representative and keep a tape record of the proceedings (but not deliberations), which shall be available on request to either party;
    - 43.9.1.3. Allow the academic staff member where requested and the Vice-Chancellor each to be assisted or represented by a staff representative of his or her choice (but not if such a person is a currently practising solicitor or barrister) and for them to have the right to ask questions of interviewees and make submissions and to present and challenge evidence;
    - 43.9.1.4. Conduct proceedings in camera unless otherwise agreed as expeditiously as possible consistent with the need for fairness and the ability for all parties to adequately present his/her case;
    - 43.9.1.5. Interview any person they think fit to establish the merits or facts of the particular case and take into account such further material as they believe appropriate to the case;
    - 43.9.1.6. Make a report available to the Vice-Chancellor and the academic staff member as soon as reasonably possible.
- 43.10.** The terms of reference of the committee or investigating officer are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- 43.10.1. The committee or investigating officer shall provide a report to the Vice-Chancellor and the academic staff member as soon as is practicable following the conclusion of proceedings.
  - 43.10.2. On receipt of the report of the committee or investigating officer, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice Chancellor may take disciplinary action. Where the disciplinary action is to terminate the academic staff member, the academic staff member will be provided with notice or payment in lieu of notice as provided for under Clause 13 (Notice Periods) provided that the University

may terminate without notice the employment of an academic found to have engaged in conduct of a kind envisaged in s 123(1)(b) of the *Fair Work Act 2009* and Regulation 1.07 such that it would be unreasonable to require the University to continue employment during a period of notice.

- 43.10.3. If, having considered the committee's findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, he/she shall immediately advise the academic staff member in writing, and may, by agreement with the staff member, publish the advice in an appropriate manner.
- 43.10.4. Where an academic staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income shall be reimbursed if there was no misconduct or serious misconduct. However, a decision taken by the Vice-Chancellor in his or her discretion not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 43.10.5. This Clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an academic staff member or former staff member when required in the public interest, e.g. inquiring into the truth of research results.
- 43.10.6. All actions of the Vice-Chancellor under this Clause shall be final, except that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

#### **44. Termination of Employment on the Grounds of Ill Health**

- 44.1. The Vice-Chancellor may require, in writing, any academic staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner approved by the University at the expense of the University. The staff member may suggest a medical practitioner for consideration.
- 44.2. Where an academic supervisor forms a view that the staff member's ability to perform their duties may be adversely affected by illness or injury they may provide a report to their Executive Dean or equivalent. Such report will include relevant evidence e.g. medical certificates, attendance records, complaints, file notes and other relevant documents. If the Executive Dean or equivalent supports the concern the report will be forwarded, via the Director Human Resources, to the Vice-Chancellor.
- 44.3. The Vice-Chancellor shall provide an academic staff member with written notice of not less than 4 weeks (or earlier if agreed by the staff member), except in exceptional circumstances where there is a reasonable concern for the immediate health and safety of staff and/or students, that a medical examination is required. Where the staff member has applied to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub-clause 44.1 shall be suspended while the application is under active consideration and no further action shall, subject to sub-clause 44.4, be taken by the Vice-Chancellor under this Clause until and unless the superannuation fund advises that it has or refused or granted disability benefits. Where the superannuation fund does not approve a disability benefit then the requirement for the staff member to undergo a medical examination will resume.
- 44.4. Where the superannuation fund decides that the academic staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this Clause but would not do so without further evidence. This evidence includes a further medical examination, a medical clearance or if there is a genuine work, health or safety risk identified.
- 44.5. A copy of the medical report made by the medical practitioner pursuant to sub-clause 44.1 shall be made available to the Vice-Chancellor and to the academic staff member.
- 44.6. If the medical examination reveals that the academic staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to sub-clause 44.7, terminate the employment of the staff member with a period of 6 months' notice. Prior to taking action to terminate the employment of an

academic staff member, the Vice-Chancellor may offer the academic staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.

- 44.7.** If within 14 days of the report being made available, the academic staff member or a person acting on his/her behalf so requests, the Vice-Chancellor shall not terminate the employment of the academic staff member in accordance with sub-clause 44.6 unless and until the findings of the report, which is to be provided to the University in full, are subject to review by an independent medical practitioner approved by the University. The medical practitioner shall not include the practitioner who made the initial report.
- 44.8.** In making an assessment as to whether or not an academic staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this Clause shall as far as possible apply the same standards as are used by the academic staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 44.9.** These provisions shall not displace or override the workers compensation scheme, including WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.
- 44.10.** A Vice-Chancellor may construe a failure by an academic staff member to undergo a medical examination in accordance with these procedures to do so as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within 12 months, and may act accordingly; provided that such a refusal by an academic staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

## **45. Review Committees**

- 45.1.** The Committees referred to in sub-clauses 23.7 (Probation Appeal Committee); 42.9 (Unsatisfactory Performance Review Committee); and 43.9 (Misconduct/Serious Misconduct Review Committee) shall consist of three members as follows:
- 45.1.1. An academic staff member from within the University chosen by the Vice-Chancellor;
  - 45.1.2. A staff representative nominated by the NTEU;
  - 45.1.3. A chairperson chosen by the Vice-Chancellor from the pool of chairpersons established under this Clause.

In choosing the academic staff member and chairperson the Vice-Chancellor will also have regard to attempting to ensure that both genders are represented on a committee.

- 45.2.** A pool of chairpersons for the purposes of providing chairpersons for the committees referred to above will be agreed between the NTEU Wollongong Branch and the University. Should the existing pool be exhausted or where specific or specialist expertise or knowledge is needed, a chairperson will be agreed between the NTEU Wollongong branch and the University.

## **PART 8: LEAVE**

### **46. Preamble**

The leave provisions of this Agreement do not apply to persons engaged as academic casual employees by the University.

### **47. Annual Leave**

- 47.1.** There shall be an annual leave year commencing 1 January and concluding 31 December each year.
- 47.2.** Academic staff members progressively accrue an annual leave entitlement at the rate of 20 working days per year of service (prorated for fractional staff or part year staff). Any public holidays or University concessional days are additional to this entitlement.
- 47.3.** It is acknowledged that staff members should take their 20 days annual leave in each year to maintain a healthy work life balance. The University is committed to providing reasonable flexibility for academic staff to take annual leave to meet their personal circumstances subject to the provisions of this Clause. Fixed term staff shall normally exhaust their annual leave by the end of their contract, unless approved by the Executive Dean or equivalent.
- 47.4.** Subject to the terms of this Clause, all annual leave is to be taken in periods outside a staff member's teaching commitments. This will typically be in the inter-semester breaks, as published by the University. However, subject to sign off by the Head of Academic Unit having regard, among other things, to teaching, research and administrative responsibilities, academic staff members may take annual leave during semester periods. An application to take annual leave during semester will not be unreasonably rejected. Where an application is rejected the staff member may refer the matter to the Executive Dean or equivalent who will make a final decision.
- 47.5.** Academic staff are required to submit in the University's leave management system, their annual leave dates in advance of the leave being taken. Subject to the approval processes in sub-clause 47.4 above, annual leave may be taken in any combination of whole days.
- 47.6.** A staff member who, at 30 September of any year, has not taken at least 15 days annual leave in that calendar year will receive notification advising that as at 31 December if, in total, 20 days annual leave has not been taken by this time, they will have not taken the required annual leave for the calendar year.
- 47.7.** If the 20 days annual leave is not taken by 31 December, 20 working days will be booked into the system from the first working day in January. Where a staff member has booked leave in that January, or has taken less than 20 days by 31 December, only the balance of the 20 days will be booked for them. Due to specific work commitments, the Executive Dean or equivalent may waive, approve a lesser period or an alternative period.
- 47.8.** Notwithstanding the provisions in sub-clause 47.6 and 47.7, any residual accrual shall not fall below 20 working days, unless the staff member so chooses and subject to normal leave approval processes.
- 47.9.** Where the staff member's annual leave balance is in excess of 35 days due to accruals from years before the current calendar year the University may direct a staff member to take annual leave to reduce their entitlement to 20 days. Provided that before such annual leave is directed to be taken the staff member shall be advised in writing that annual leave is in excess and given the opportunity to take or book the annual leave by submission of a leave booking in the University's leave management system within 6 weeks. Should a leave application not be submitted within 6 weeks of being advised the staff member will be directed in writing to take annual leave on dates specified by the University.
- 47.10.** Academic staff will normally only be permitted to undertake a Summer Session teaching (December to February) if the staff member's annual leave balance will not exceed the limits in sub-clause 47.6 and 47.7 above during or at the end of the summer session teaching period. Permission to undertake

Summer Session teaching contrary to this sub-clause must be approved by the Executive Dean or equivalent.

## **48. Annual Leave Loading**

- 48.1.** Annual leave loadings will be paid on the first pay day in December each year based on the proportion of the annual leave loading year (1 January to 31 December) worked by the academic staff member at the ordinary rate of pay as at 31 December of the annual leave loading year.
- 48.2.** Academic staff members shall be granted an annual leave loading equivalent to 17.5% of four weeks ordinary salary as at 31 December provided that the loading payable shall not in any case exceed the amount of \$1526 (based on a salary of \$113,749) which shall be fully indexed to annual percentage increases in the ABS' Average Weekly Total Earnings of all males (Australia) over the 12 months preceding the May quarter of each year.
- 48.3.** Upon resignation or termination by the University, for any reason other than misconduct, a staff member who has not been paid an annual leave loading will be paid the loading.

## **49. Sick Leave Entitlements**

- 49.1.** Subject to Clause 50 (Approval of Sick Leave), sick leave entitlements for academic staff members are as follows:
  - On appointment, 6 weeks sick leave with pay;
  - On completion of 1 year of service, additional sick leave shall accrue on the basis of 3 weeks sick leave with pay per subsequent completed year of service.
- 49.2.** Where a staff member has exhausted his/her sick leave entitlement, additional sick leave may be granted on the approval of the Vice-Chancellor. In such cases, the Vice-Chancellor shall have the discretion to require an independent medical examination.

## **50. Approval of Sick Leave**

- 50.1.** An academic staff member (other than academic casual employees) who satisfies the University that the staff member is unable to perform his/her duties by reason of personal illness or personal incapacity (not being illness or incapacity caused, or was a substantial contributing factor, by injury arising out of or in the course of his/her employment) shall be entitled during such illness or incapacity to sick leave with pay, subject to the conditions specified in this Clause.
- 50.2.** If any sick leave absence exceeds 5 consecutive working days, the staff member shall provide a certificate by a medical practitioner.
- 50.3.** In cases where a staff member has a sick leave pattern of frequency or duration that is of concern it will be referred to the Director of Human Resources for consideration. Following such consideration the Director of Human Resources may:
  - 50.3.1.** Require a staff member to produce a certificate from a medical practitioner for any sick leave absence (subsequent to such requirement being made) stating where appropriate, and subject to privacy considerations, the nature of the illness or incapacity that the staff member is unable to attend for duty on each and every day in respect of which the staff member claims sick leave; and/or
  - 50.3.2.** Require an independent medical examination for assessment of the staff member's fitness for work.

Unless there are demonstrable mitigating circumstances as to why a staff member did not comply with the requirements of this sub-clause, paid sick leave will not be granted. Where paid sick leave is not granted the staff member may take other forms of appropriate leave including leave without pay.

- 50.4.** Where a staff member under sub-clause 50.3.1 above is required to produce a medical certificate, the requirement will be reviewed after 6 months.
- 50.5.** The staff member absent from duty due to personal illness or personal incapacity shall as far as practicable:
  - 50.5.1. Inform his/her supervisor as soon as practicable of his/her inability to attend for duty;
  - 50.5.2. State the estimated duration of the absence.
- 50.6.** On return from sick leave the staff member is to submit a sick leave application via Web Kiosk and provide any sick leave medical certificate as required above to his/her supervisor for submission to the Human Resources Division to support the application.

## **51. Long Service Leave**

- 51.1.** Academic staff members, other than academic casual employees, shall be eligible for long service leave (LSL) based on service with the University (whether continuous or broken) as follows:
  - 51.1.1. After 10 years' service to 65 working days on full pay or 130 working days leave on half pay.
  - 51.1.2. For service between 10 years and 15 years leave shall accrue proportionately on the basis of sub-clause 51.1.1.
  - 51.1.3. For service in excess of 15 years leave pro-rata at a rate of 11 working days per year of service.
  - 51.1.4. Where an academic staff member has completed at least 5 years continuous service, but less than 10 years continuous service and the staff member's fixed term contract comes to an end due to the effluxion of time or the staff member's services are terminated by the University for any reason other than serious and wilful misconduct, or by the academic staff member on account of illness, incapacity, or domestic or other pressing necessity, or by reason of death of the staff member, such staff member shall be entitled to a proportionate amount of long service leave on the basis of 65 working days for 15 years' service.
- 51.2.** The quantum of LSL accrues pro rata for fractional academic staff members and is taken on an equivalent basis. Academic staff members who have a combination of full time and fractional employment shall have his/her accrual calculated at the equivalent rate for each different period of full time and fractional employment.
- 51.3.** Public holidays and University concessional days do not count as days worked during periods of LSL.
- 51.4.** An academic staff member who has qualified for LSL shall be entitled to take LSL at a time of his or her choosing, provided that:
  - 51.4.1. At least six months written notice of such leave is given or, in the absence of such notice, the Vice-Chancellor consents; and,
  - 51.4.2. The minimum period of LSL that can normally be taken at any one time is 5 working days (10 working days on half pay). Should a public holiday fall during a period of long service leave, the public holiday will count towards the minimum period;
- 51.5.** Where an academic staff member has accumulated a LSL entitlement in excess of 100 working days, the Vice-Chancellor may give the staff member written notice to take up to 65 working days of such leave, at a time convenient to the University. Provided that:
  - 51.5.1. Such leave shall be taken at a time agreed between the academic staff member, Head of Unit and Executive Dean in view of the requirements of the University;
  - 51.5.2. If an agreement is not reached, the Vice-Chancellor shall give the academic staff member written notice of at least 12 months of the date on which leave must commence;
  - 51.5.3. The academic staff member shall not be directed to take LSL during the January vacation period or within 24 months of the intended date of retirement of the staff member;



- 51.5.4. The minimum period of leave the University can require an academic staff member to take shall be 30 working days;
- 51.5.5. In any case where an academic staff member has taken leave pursuant to this sub-clause the Vice-Chancellor shall not require the staff member to take a further period of LSL for a period of 2 years after the end of that period of leave.
- 51.6.** If an academic staff member has an entitlement to LSL under sub-clauses 51.1.1 to 51.1.3, but prior to entering upon such leave has his/her employment terminated by dismissal or by notice duly given by either party, they shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such staff member was receiving immediately prior to the termination of employment.
- 51.7.** The monetary value of all LSL for which the staff member was eligible at the time of death shall be paid to his/her estate or as required by law, unless paid by the University to the staff member's widow or widower or to the guardian of the infant children of the staff member.
- 51.8.** For the purpose of calculating service in respect of sub-clause 51.1:
- 51.8.1. Any periods of leave without pay, except parental leave, shall not count as service when determining whether an academic staff member has completed 10 years' service;
- 51.8.2. Any periods of leave without pay, except parental leave, prior to completing 10 years' service shall not count as service for the purposes of LSL;
- 51.8.3. Any period of leave without pay not exceeding 6 months shall count for LSL purposes where an academic staff member has completed 10 or more years' service but where such period of leave without pay exceeds 6 months, the whole period of leave without pay shall not count as service.
- 51.9.** Eligibility for LSL shall be determined taking into account prior continuous full time paid service with any other Australian University provided that:
- 51.9.1. If an academic staff member has availed themselves of LSL or is eligible to be paid or has been paid in lieu of LSL by the releasing University, they will not accrue any entitlement to leave for the period of service with the releasing University for which leave has been paid or for which there is eligibility for payment, but subject to these conditions such a period shall be included as qualifying service for determining when he/she is eligible to take LSL;
- 51.9.2. There is not more than two months between the cessation of employment with a releasing University and the commencement of employment with a receiving University, in which case continuity of service will be deemed not to have been broken for the purposes of long service leave, however the period between the two contracts of employment shall not be taken into account in determining length of service for LSL;
- 51.9.3. The academic staff member will be required to serve at least 3 years with the University before being permitted to take accrued LSL or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an academic staff member dies or receives an invalid or breakdown pension under the rules of the appropriate superannuation fund;
- 51.9.4. These conditions will not apply to persons accepting short-term appointments at the receiving University. However when a person is given an appointment which is not short-term full recognition for all prior continuous service will be given in accordance with these conditions.
- 51.10.** A staff member who has a long service leave entitlement under this Clause may once per calendar year make written application to the Director of Human Resources to cash out part of his/her long service leave balance subject to maintaining a minimum balance of 65 working days. A minimum of 20 days at any one time may be cashed out. On payment of the cash equivalent of the leave the staff member's long service leave balance will be debited accordingly.
- 51.11.** A staff member may make application to the Executive Dean or equivalent to vary the taking of long service leave in accordance with sub-clause 5.1.1.

## 52. Special Leave

- 52.1. Academic staff members shall be entitled to special leave with pay for the following purposes:
- 52.2. To provide care in the event of illness of any person with whom the academic staff member has any kinship or affective relationship i.e. immediate family members, defined as including biological, adoptive, fostering and step relationships including parent, grandparent, brother, sister, child, grandchild, partner (married, de-facto, same sex, opposite sex, current or former) and his/her parent, grandparent, brother, sister, child, grandchild; and household members where the staff member is the primary carer.
- An academic staff member, if required, shall establish by production of a medical certificate or statutory declaration, the illness of the person concerned. In the event of a dispute as to the validity of a claimed relationship or responsibility of care, the dispute shall be referred to the next line manager (usually the Executive Dean) for review. If the dispute is still not resolved it will be referred to the Director Human Resources for final determination.
- 52.3. On account of the death or imminent death of any person with whom the academic staff member can argue a significant affective bond.
- 52.4. Attendance at or making arrangements in regard to the funeral of any person described in sub-clause 52.1 above.
- 52.5. On account of special and emergency situations, where in the opinion of the Head of Unit such leave should be granted.
- 52.6. For ceremonial or religious obligations an academic staff member, if required, shall establish by production of a statutory declaration, the nature of the purpose. In the event of a dispute as to the validity of a claimed absence, the dispute shall be referred to the Director Human Resources for recommendation.
- 52.7. For moving residence as the result of relocation to the University.
- 52.8. For training in employment conditions and related matters if it is convenient to do so.
- 52.9. For staff who are experiencing domestic violence to access medical, legal and support services. Supporting evidence of domestic violence may be required by the University and must take the form of a document issued by the police service, a court, a medical practitioner, community or government agency, a legal firm or other evidence acceptable to the University.

## 53. Parental Leave

### 53.1. Parental Leave

- 53.1.1. A permanent or fixed term academic staff member shall be entitled to Parental Leave in accordance with the provisions of this Clause if they have completed at least 40 weeks continuous paid service with the University prior to the commencement of any Parental Leave. Permanent and fixed term academic staff who are not entitled to Parental Leave may make an application for leave without pay which will be dealt with on a case by case basis.
- 53.1.2. Academic casual employees shall not be entitled to Parental Leave.
- 53.1.3. Parental Leave is a broader leave description that encompasses:
- 53.1.3.1. Maternity Leave
  - 53.1.3.2. Partner Leave
  - 53.1.3.3. Adoption Leave
  - 53.1.3.4. Foster Parent Leave
- 53.1.4. Fractional academic staff members entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of his/her employment.
- 53.1.5. Academic staff members shall make an application for Parental Leave at least 4 weeks prior to the proposed commencement of Parental Leave. Such application shall include the intended commencement date, the intended date of return to work and intended pattern of work on such return.

- 53.1.6. The University shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
- 53.1.7. Academic staff members are required to provide a medical certificate nominating the anticipated date of birth or a statutory declaration demonstrating a parental relationship to the child. In cases where both parents are in employment, a statutory declaration setting out the leave arrangements made with their respective employers is required. If the academic staff member is the only parent employed the statutory declaration should state this fact.
- 53.1.8. Where paid Parental Leave is applicable then payment shall be made in accordance with the University's normal pay periods (which are currently fortnightly). No lump sum payments will be made.
- 53.1.9. In lieu of unpaid Parental Leave an academic staff member may apply to take accrued annual and/or long service leave that would otherwise be available. Such leave will be deemed to be time taken as Parental Leave. Parental Leave shall not extend beyond 52 weeks from the initial commencement of Parental Leave, including leave taken in accordance with this Clause.
- 53.1.10. All leave entitlements shall continue to accrue during paid Parental Leave. Where paid Parental Leave is taken at half pay, leave entitlements shall accrue on a proportionate basis.
- 53.1.11. Periods of paid Parental Leave are to count towards service for incremental progression.
- 53.1.12. Unpaid Parental Leave shall count as service for the purpose of Long Service Leave, but not count towards any other accrual or entitlement, including incremental progression.
- 53.1.13. Where a Public Holiday falls during a period of Parental Leave, the period of leave will not be extended to compensate for the Public Holiday, whether the leave is paid or unpaid.
- 53.1.14. An academic staff member shall not be able to access any other type of leave except as provided for in 53.1.9, whilst on approved Parental Leave as provided for in this Clause.
- 53.1.15. Except for the provisions in 53.1.7, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).

## **53.2. Maternity Leave**

- 53.2.1. A female academic staff member who has completed 40 weeks continuous paid service in accordance with 53.1 and gives birth to a child(ren) shall be entitled to take up to a maximum of 52 weeks Parental Leave as the primary care giver of that child(ren) from the initial commencement of Parental Leave. This leave may be made up of:
  - 53.2.1.1. Paid Maternity Leave in accordance with 53.2.2;
  - 53.2.1.2. Annual leave or long service leave in accordance with 53.1.9;
  - 53.2.1.3. Unpaid Leave up to the balance of the 52 weeks.
- 53.2.2. An academic staff member who has completed forty (40) weeks continuous paid service shall be entitled to 14 weeks paid Maternity Leave at ordinary pay. This paid Maternity Leave may be taken as 28 weeks at half (1/2) pay. In lieu of any maternity leave return to work grant, an academic staff member may utilise the 12 weeks of annual salary on full (12 weeks) or half pay (24 weeks) as a further period of leave in addition to the 14 weeks above.
- 53.2.3. An academic staff member who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).
- 53.2.4. An academic staff member shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of her child. Where an academic staff member continues to work during the last 4 weeks before the anticipated date of birth of her child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where an academic staff member needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of her child, due to a medical condition and the academic staff member submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.

- 53.2.5. Where an academic staff member seeks to recommence work earlier than 6 weeks after the date of birth of the child, a medical certificate indicating fitness to undertake duties may be required.
- 53.2.6. At the completion of Maternity Leave the academic staff member must return to work in accordance with the provisions of sub-clause 53.3, 53.4 or 53.5 below.

### **53.3. Unplanned Cessation of Maternity Leave**

If Maternity Leave has commenced and the child is stillborn or the child dies during paid Maternity Leave, then up to a further 4 weeks of her paid Maternity Leave entitlement shall be able to be taken. The academic staff member whether on paid or unpaid Maternity Leave may return to work earlier than planned provided 4 weeks' notice of such return is given to the University and the academic staff member provides a medical certificate stating that she is fit to return to work.

### **53.4. Returning to a Temporary Fractional Position at the Completion of Maternity Leave**

- 53.4.1. An academic staff member may take leave after the actual date of birth or placement of the child on a part time basis for a period of up to 104 weeks, or as a combination of full time and part time of a proportionate period of up to 104 weeks. The total amount of leave without pay, which can be taken within this period, may not exceed 365 calendar days for a full time academic staff member including any period of paid Parental Leave. The program of leave on a part time/full time basis and the pattern of work on return must be acceptable to the Head of Unit. Where the program is not acceptable the Head will provide reasons.
- 53.4.2. Such fractional work may commence no earlier than the completion of any paid component of Maternity Leave.
- 53.4.3. Such temporary fractional work arrangement will automatically cease if the academic staff member proceeds on any new period of Parental Leave. Payment for such further Parental Leave shall be at the substantive rate applicable at the time the academic staff member proceeds on any new period of Parental Leave.
- 53.4.4. The details for the commencement of such fractional work will normally be pre-planned with the academic staff member's supervisor to ensure that the appropriate staffing structure is in place to facilitate such fractional work.
- 53.4.5. At the conclusion of the period of any temporary fractional work arrangement under sub-clause 53.4.1, the academic staff member shall return to her substantive position. If the former position occupied by the academic staff member prior to taking Maternity Leave no longer exists, the provisions of sub-clause 53.5.1 below apply.

### **53.5. Resumption of Duty at the Completion of Parental Leave**

- 53.5.1. An academic staff member is entitled to return to the substantive position and work pattern that he/she held immediately before commencing Parental Leave. If this position no longer exists, the University must attempt to provide the academic staff member with an equivalent graded position to that of the staff member's former position subject to the provisions relating to management of change elsewhere in this Agreement.
- 53.5.2. An academic staff member must be available to return to the position and work pattern that he/she held immediately prior to commencing Parental Leave at the end of his/her Parental Leave in accordance with this clause:
  - 53.5.2.1. Unless he/she has submitted their resignation and given appropriate notice, or
  - 53.5.2.2. Unless he/she has written confirmation from the University of other agreed arrangements, or
  - 53.5.2.3. Unless the provisions of 53.5.1 apply, orotherwise he/she will be deemed to have abandoned his/her employment and will be notified accordingly.

### **53.6. Maternity Leave Return to Work Grant**

- 53.6.1. An amount equivalent to 12 weeks of annual salary, including on-costs, will be available to all academic staff members on return to work (at least 40% of full time) from maternity leave provided that the amount must be fully utilised within 104 weeks from the date of birth of the child(ren). The amount may be used for one or more of the following options:

- 53.6.1.1. To supplement the academic staff member's salary to the rate they were receiving prior to commencing Maternity Leave where the return to work is at a reduced fraction;
  - 53.6.1.2. Career development, including professional mentoring or career coaching, subject to the proposal being approved by the Career Development Unit and the Executive Dean or equivalent, or Director of the Unit;
  - 53.6.1.3. To subsidise the full cost of off-campus child care; and/or
  - 53.6.1.4. To subsidise KidsUni child care;
  - 53.6.1.5. To fund research for the purpose of re-establishing her academic work subject to the proposal being approved by the Executive Dean or equivalent;
  - 53.6.1.6. Where the maternity leave return to work grant is utilised in lieu as salary under sub-clause 53.2.2, no further grant is applicable.
- 53.6.2. Where an academic staff member receives a payment under sub-clause 53.6.1 on return to work the staff member shall have the option to either:
- 53.6.2.1. Remain in the fractional role in accordance with sub-clause 53.4 and be paid only the ordinary fractional salary; or
  - 53.6.2.2. Return to her substantive position in accordance with 53.5.1.

#### **53.7. Partner Leave**

- 53.7.1. Following the birth or adoption of a child an academic staff member, who is a partner and not the primary care giver, shall be entitled to access up to 5 days paid Partner Leave to provide support to the primary care giver.
- 53.7.2. Where an academic staff member and his/her partner are both employed by the University and the partner is to become the primary care giver of the child, and subject to the partner complying with all of sub-clause 53.1, he/she will be entitled to the provisions contained in sub-clause 53.2.3 discounted by the period that he/she was not the primary care giver provided that the academic staff member and his/her partner (or mother of the child) shall not receive in excess of 14 weeks paid Maternity Leave combined. This means that the time spent by the academic staff member's partner being the primary care giver shall be counted as time taken by the staff member. Only one academic staff member may access the provisions of sub-clauses 53.4 and 53.6.

#### **53.8. Adoption Leave**

- 53.8.1. An academic staff member who has completed 40 weeks continuous paid service in accordance with sub-clause 53.1 and is a primary carer in a legal adoptive situation shall be entitled to Adoption Leave, provided that:
  - 53.8.1.1. The child(ren) has been living with the academic staff member or his/her partner for a period of less than 3 months; or
  - 53.8.1.2. Is not a child or step-child of the academic staff member or the partner of the staff member
- 53.8.2. Subject to sub-clause 53.8.1, any academic staff member entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.
- 53.8.3. In accordance with sub-clause 53.8.2, any reference, in the Maternity Leave provisions, to the birth of a child(ren), for the purposes of Adoption Leave shall mean the placement of a child(ren) in an adoption arrangement.

#### **53.9. Foster Parent Leave**

- 53.9.1. An academic staff member acting as the primary care giver of a foster child who is placed into the staff member's family for an anticipated period in excess of 6 months will be entitled to access up to 5 days paid Foster Parent Leave from the time that the child enters his/her care.
- 53.9.2. Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

## **54. Study Leave and Conference Leave**

Academic staff will be eligible to apply for study and conference leave in accordance with the University's Study Leave and Conference Leave Policy.

## **55. Jury Service**

An academic staff member required to attend for jury service shall be reimbursed by the University for an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of salary he/she would have received in respect of his/her attendance for such jury service and the amount of salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

## **56. Leave Without Pay**

- 56.1.** Academic staff may apply for leave without pay on either a full time or a part time basis. Part time leave without pay is essentially the same as a fractional appointment.
- 56.2.** Leave without pay on a full time or a part time basis will normally only be granted for up to 3 years, but may occasionally be approved for up to five years.
- 56.3.** In considering applications for leave without pay, the following aspects are relevant:
  - 56.3.1.** Purpose of leave;
  - 56.3.2.** Length of absence;
  - 56.3.3.** Replacement possibilities and arrangements;
  - 56.3.4.** During leave without pay, the academic staff member will be required to reduce superannuation accordingly or accept both employer and employee costs of maintaining superannuation at a full time level. Advice on superannuation aspects should be sought from the Human Resources Division.
- 56.4.** During periods of part time leave without pay, all relevant entitlements will be on pro-rata basis.
- 56.5.** Generally, academic staff on part time leave without pay will perform the full range of duties but a special job description may be created.
- 56.6.** The provisions of this Clause may be used to facilitate and prescribe secondments to other organisations.

## **57. Military Leave for Defence Forces**

- 57.1.** Academic staff who serve on a part time basis in the Australian Naval, Military or Air Force Reserves are to be granted paid military leave at the rate of 20 working days each calendar year to attend official training and other service.
- 57.2.** In special circumstances, the Executive Dean or equivalent may approve additional leave in excess of that provided for in sub-clause 57.1 above on a leave without basis or other form of leave at the request of the staff member.

**SCHEDULE 1****SALARIES FOR FULL TIME AND FRACTIONAL ACADEMIC STAFF**

(Fractional staff are paid on a pro-rata basis against the full time annual rate as set out below)

	23-May-14	31-Dec-14	10-Apr-15	4-Dec-15	8-Apr-16	2-Dec-16	7-Apr-17	15-Dec-17
	Admin Inc							
	2.00%	1.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
<b>LEVEL A</b>								
Step 1	70,148	70,849	71,912	72,991	74,086	75,197	76,325	77,470
Step 2	72,929	73,658	74,763	75,885	77,023	78,178	79,351	80,541
Step 3* #	75,708	76,465	77,612	78,776	79,958	81,157	82,375	83,610
Step 4	78,488	79,273	80,462	81,669	82,894	84,137	85,399	86,680
Step 5	82,340	83,164	84,411	85,677	86,962	88,267	89,591	90,934
<b>LEVEL B</b>								
Step 1 #	88,755	89,642	90,987	92,352	93,737	95,143	96,570	98,019
Step 2	91,960	92,880	94,273	95,687	97,122	98,579	100,058	101,559
Step 3	95,171	96,123	97,565	99,028	100,513	102,021	103,551	105,105
Step 4	98,376	99,360	100,850	102,363	103,898	105,457	107,039	108,644
Step 5	102,640	103,666	105,221	106,800	108,402	110,028	111,678	113,353
<b>LEVEL C</b>								
Step 1	108,002	109,082	110,718	112,379	114,065	115,776	117,512	119,275
Step 2	111,210	112,322	114,007	115,717	117,453	119,215	121,003	122,818
Step 3	114,418	115,562	117,296	119,055	120,841	122,653	124,493	126,361
Step 4	117,624	118,800	120,582	122,391	124,227	126,090	127,982	129,901
Step 5	121,923	123,142	124,989	126,864	128,767	130,699	132,659	134,649
<b>LEVEL D</b>								
Step 1	130,454	131,759	133,735	135,741	137,777	139,844	141,941	144,070
Step 2	134,731	136,079	138,119	140,191	142,294	144,429	146,595	148,794
Step 3	140,068	141,468	143,591	145,745	147,931	150,150	152,402	154,688
<b>LEVEL E</b>	162,534	164,160	166,622	169,121	171,658	174,233	176,846	179,499

\* Any Level A academic required to carry out full subject coordination duties as part of his/her normal duties or whom upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than this point.

# Casual rates referred to in Schedule 2 are based on these salary levels.

## SCHEDULE 2

### RATES OF PAY FOR CASUAL ACADEMIC EMPLOYEES

It is necessary to ensure academic casual employees understand the nature of their duties and that the rate of pay agreed covers all incidents of employment necessary for the teaching and marking of the subject. Payment for additional work should be treated as a separate matter and new arrangements.

2.1 This Schedule is effective from the first full pay period on or after the date of commencement of the Agreement.

2.2 Casual academic salary rates in this Agreement are calculated by the following formula:

$$\frac{\text{Relevant full time salary} / 52}{37.5} + 25\% \text{ casual loading}$$

2.3 The relevant full time salary referred to in 2.2 above are be based on the relevant salary point as set out in Schedule 1, as follows:

- (a) for the work described in sub-schedule 2.1 Level A, Step 2
- (b) for the work described in sub-schedule 2.2 Level A, Step 3

#### SUB-SCHEDULE 2.1

Paid to a casual employee who does not hold a relevant doctoral qualification

##### TUTORIAL (T3)

Standard rate paid assuming one hour of each of preparation, class contact and administration/student consultation/contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
121.73	122.95	124.79	126.66	128.56	130.49	132.45	134.44

##### REPEAT TUTORIAL (T4)

This rate is paid for a repeat tutorial. A repeat tutorial is defined as a tutorial repeated within 7 days of the first presentation of the same topic and assumes 1 hour of class contact and 1 hour of associated working time for administration/student consultation/contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
81.16	81.97	83.20	84.45	85.71	87.00	88.30	89.63

##### MARKING (M3)

The standard rate for each hour of marking in accordance with the relevant faculty marking formulae.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
40.57	40.98	41.59	42.22	42.85	43.49	44.15	44.81

##### DEMONSTRATION and OTHER ANCILLIARY DUTIES (D2 & A2)

The standard rate for a 1 hour demonstration or other duties.



23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
40.57	40.98	41.59	42.22	42.85	43.49	44.15	44.81

## SUB-SCHEDULE 2.2

Paid to a casual employee who holds a relevant doctoral qualification.

### TUTORIAL (T1)

Standard rate paid assuming 1 hour of each of preparation, class contact and administration/student consultation/contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
145.58	147.04	149.25	151.48	153.76	156.06	158.40	160.78

### REPEAT TUTORIAL (T2)

This rate is paid for a repeat tutorial. A repeat tutorial is defined as a tutorial repeated within 7 days of the first presentation of the same topic and assumes 1 hour of class contact and 1 hour of associated working time for administration/student consultation/contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
97.06	98.03	99.50	100.99	102.51	104.04	105.60	107.19

### MARKING (M2)

The standard rate for each hour of non-contemporaneous marking in accordance with the relevant faculty marking formulae.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
48.52	49.01	49.75	50.49	51.25	52.02	52.80	53.59

### DEMONSTRATION AND OTHER ANCILLARY DUTIES (D1 & A1)

The standard rate for a 1 hour demonstration or other duties.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
48.52	49.01	49.75	50.49	51.24\5	52.02	52.80	53.59

## SUB-SCHEDULE 2.3

### DISTINGUISHED LECTURE (L1)

Paid to a distinguished person who gives a single lecture or a small group of lectures and assumes 1 hour of delivery and 4 hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.

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23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
284.47	287.31	291.62	296.00	300.44	304.95	309.52	314.16

SPECIAL LECTURE (L2)

Paid where the lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit, as well as lecturing or where a lecture or small group of lectures call for special expertise and assumes 1 hour of delivery and 3 hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
227.57	229.85	233.29	236.79	240.34	243.95	247.61	251.32

STANDARD LECTURE (L3)

This is the standard rate for a lecture and assumes one hour of delivery and 2 hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
170.68	172.39	174.97	177.60	180.26	182.97	185.71	188.50

REPEAT LECTURE (L4)

This rate is paid for a repeat lecture, such as a lecture covering the subject matter of a lecture given not long before to another group of students and assumes 1 hour of delivery and one hour of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
113.78	114.92	116.64	118.39	120.17	121.97	123.80	125.66

SIGNIFICANT MARKING (M1)

Paid for marking requiring a significant exercise of academic judgment, usually as a supervising examiner.

23 May 14 Admin.Inc.	31 Dec 14	10 Apr 15	4 Dec 15	8 Apr 16	2 Dec 16	7 Apr 17	15 Dec 17
56.89	57.46	58.32	59.20	60.08	60.98	61.90	62.83

**ADDITIONAL NOTES**

1. It is necessary to ensure academic casual employees understand the nature of their duties and that the rate of pay agreed covers all incidents of employment necessary for the teaching and marking of the subject.
2. Additional work should be paid at the ancillary teaching duties rate above. The ancillary rate is to be used for attendance at the casual employee induction training.
3. It is necessary that the supervisors of casual staff understand that casual staff cannot be expected or required to perform teaching or ancillary teaching duties beyond those expressly approved by the Head of Unit and paid for at the appropriate rate.



**University of Wollongong (Academic Staff) Enterprise Agreement, 2015**

Signed for and on behalf of the  
**University of Wollongong**

Name

Professor Paul Wellings CBE

Position

Vice-Chancellor, University of Wollongong

on (day) of (month) (year)

20 JULY 2015

In the presence of

Full name

DEBORAH ARNOLD

on (day) of (month) (year)

20 JULY 2015

Signed for and on behalf of the **National  
Tertiary Education Union (NTEU)**

Name

Grahame McCulloch

Position

General Secretary

on (day) of (month) (year)

21 of July 2015

In the presence of

Full name

Renee Veal

on (day) of (month) (year)

21 of July 2015