



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**University of Wollongong**  
(AG2024/1909)

## **UNIVERSITY OF WOLLONGONG (ACADEMIC STAFF) ENTERPRISE AGREEMENT, 2023.**

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 19 JUNE 2024

*Application for approval of the University of Wollongong (Academic Staff) Enterprise Agreement, 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *University of Wollongong (Academic Staff) Enterprise Agreement, 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer University of Wollongong. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 28 April 2022 and the Agreement was *made* on 16 May 2024. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.<sup>1</sup>

[3] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[4] I observe that the Agreement does not specifically provide for a maximum of ordinary hours of work per week. However I am satisfied that maximum hours are dealt with by the National Employment Standards, a matter confirmed with the parties in correspondence with chambers.

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The National Tertiary Education Industry Union (NTEU), 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.

[6] The Agreement was approved on 19 June 2024 and, in accordance with s.54 of the Act, will operate from 26 June 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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**UNIVERSITY OF WOLLONGONG**

# Enterprise Agreement

**ACADEMIC STAFF, 2023**

# Part 1 – General

## 1. TITLE

- 1.1 This Agreement will be known as the University of Wollongong (Academic Staff) Enterprise Agreement, 2023.

## 2. ARRANGEMENT

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### 3. OPERATION OF AGREEMENT

- 3.1 This Agreement will operate seven days from the date of approval by the Fair Work Commission (FWC) and will remain in force until 30 June 2026.
- 3.2 This Agreement supersedes and replaces in entirety the previous certified agreements covering academic staff members of the University.
- 3.3 This Agreement operates to the exclusion of any awards that would otherwise, but for this clause, apply to academic staff members whose employment falls within the scope of this Agreement.
- 3.4 During the period of operation of this Agreement there will 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 will 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.
- 3.8 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 4. APPLICATION

- 4.1 This Agreement applies to academic staff and academic casual staff members 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 (the University).

### 5. FLEXIBILITY TERM

- 5.1 The University and an academic staff member covered by this Agreement may genuinely agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement for one or more of the following matters:
  - 5.1.1 the taking of long service leave but only where initiated by the staff member;
  - 5.1.2 the taking of annual leave;
  - 5.1.3 superannuation in relation to maintaining arrangements agreed to between the staff member and the University where the staff member wishes to maintain those arrangements. Otherwise only in cases that are initiated solely by the staff member.
- 5.2 The University will ensure that the individual flexibility arrangement:
  - 5.2.1 is in writing; and
  - 5.2.2 details the name of the academic staff member and the University as the employer; and
  - 5.2.3 is signed by the authorised delegate of the University and the academic staff member and if the academic staff member is under 18 years of age, signed by a parent or guardian of the academic staff member; and

- 5.2.4 includes details of:
  - 5.2.4.1 the terms of this Agreement that will be varied by the arrangement; and
  - 5.2.4.2 how the arrangement will vary the effect of the terms; and
  - 5.2.4.3 how the academic staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 5.2.4.4 states the day on which the arrangement commences.
- 5.3 The University will give the academic staff member a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 5.4 The University or the academic staff member may terminate the individual flexibility arrangement:
  - 5.4.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 5.4.2 if the University and academic staff member agree in writing at any time.

## **6. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES**

- 6.1 The University recognises that Aboriginal and Torres Strait Islander peoples are the first peoples of this nation.
- 6.2 The University continues to be committed to reviewing, maintaining and implementing the Aboriginal Employment Enabler Strategy in order to maximise employment opportunities for Aboriginal and Torres Strait Islander people at the University.
- 6.3 To support the effective implementation of the strategy and the commitments contained within this Agreement, the University will have an Aboriginal Workforce Development Committee (AWDC).
  - 6.3.1 The AWDC will meet no less than four times per annum and report to the University's Equity Diversity and Inclusion (EDI) Committee as a standing item. The Committee will also report to the Vice-Chancellor's Advisory Group (VCAG) on a biannual basis.
  - 6.3.2 In addition to ex-officio members, the AWDC will include three Aboriginal or Torres Strait Islander staff members nominated by the Vice-Chancellor, the NTEU and CPSU respectively.
- 6.4 The University and union/s agree to work continuously, including with the AWDC, to increase the number and improve participation of Aboriginal and Torres Strait Islander peoples employed across the University.
- 6.5 The University's Aboriginal and Torres Strait Islander employment target is 75 FTE or 3% of all FTE staff, whichever is the greater, by 30 June 2026. The target number of academic staff members will be a minimum of 35 FTE or 3% FTE of all academic staff members on a FTE basis, whichever is the greater, by 30 June 2026. Casual staff members will not be included for the purposes of this clause.
- 6.6 The University will provide the JCC with a report as to the number of Aboriginal and Torres Strait Islander staff members at each JCC meeting and the types of employment (continuing, fixed-term and casual), location of employment, classification levels and gender.
- 6.7 Within the overall target, the University will aim to fill and maintain a distribution of positions proportionally across academic and professional FTE, and across all levels. To achieve participation and distribution targets, the University commits to a holistic approach to workforce development. This includes, but is not limited to, the creation of employment pathways for new and existing staff members, targeted career development and employment security initiatives, and the development of a talent pool of existing and prospective Aboriginal and Torres Strait Islander staff members.
- 6.8 The University recognises that Aboriginal and Torres Strait Islander staff members bring specific knowledge and expertise to the University which is often drawn on by the University community in

addition to carrying out their duties and roles as defined by their position descriptions. The University is committed to supporting the development and maintenance of cultural knowledges and recognises the additional workload for Aboriginal and Torres Strait Islander staff members. In acknowledging this, the University will commit to annually fund staff initiatives and remuneration to address cultural load and cultural development and education over the lifetime of this Agreement. The University will develop a policy through consultative processes with Aboriginal and Torres Strait Islander staff members. This policy will be endorsed by the Aboriginal and Torres Strait Islander staff members and submitted for endorsement to the delegated authority for approval through the appropriate University processes within the first three months of the commencement of this Agreement. The University will support the policy and its implementation with appropriate funding.

- 6.9 The University will provide annually funded professional development for all Aboriginal and Torres Strait Islander staff, appropriate to their substantive position or identified career development goals. The University will determine funding allocations and underpinning processes within three months of the commencement of this Agreement. This will occur in consultation with the Aboriginal and Torres Strait Islander staff cohort and the AWDC.

## **7. CONSULTATIVE COMMITTEE**

- 7.1 There will be a Joint Consultative Committee to consult on and progress the implementation of this Agreement. Progress on implementation will be supported by the provision of data to the Committee by management. Data relating to standing items on the JCC agenda, including relevant measurements against employment targets, will be provided five days prior to the meetings.
- 7.2 In addition, the JCC is one of the forums for discussion of workplace change, workplace issues, data and policies. Data presented to the JCC should also include information related to this function where relevant.
- 7.3 The Joint Consultative Committee will include up to four management representatives and up to four representatives nominated by the NTEU. Management representatives should be fully briefed on issues brought to the Committee, with a view to resolving issues brought to it. The Committee will constructively engage in the consultation process and will be able to request the attendance of subject matter experts to answer questions about specific matters/portfolios.
- 7.4 The Committee will meet on a regular basis at intervals of two months (8 weeks).
- 7.4.1 In exceptional circumstances where the availability of delegates and/or an operational impediment occurs, the meeting date may be extended by two weeks. This will not result in any change to the original agreed timetable.
- 7.4.2 Notwithstanding the above, a representative may instigate a JCC meeting, where required, with 7 days' notice.

## **8. STAFF CONSULTATION AND REPRESENTATION**

- 8.1 The University is committed to directly consulting with all staff in relation to workplace relations, workplace change and human resource matters.
- 8.2 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.
- 8.3 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.
- 8.4 For the purposes of this Agreement, the term "staff representative" will mean a friend, colleague, a union official of the NTEU chosen by the staff member to represent them. The staff representative will



not be engaged by the staff member as a practicing barrister or solicitor in private practice.

- 8.5 A duly accredited representative of the NTEU will be given the right to enter the University premises in accordance with the right of entry provisions of the *Fair Work Act 2009*.
- 8.6 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.
- 8.7 The union Branch President may allocate some of their time release to other members of the Branch Executive. This must occur by agreement with the University and must be discussed by those receiving the additional time release with their supervisors to ensure appropriate work allocation.
- 8.8 Academic staff who are nominated staff representatives under this Agreement may be granted leave of absence with pay to undertake training of up to five days per calendar year per representative on the following conditions:
  - 8.8.1 the content of the training will enhance the staff representative's role in carrying out representation functions under this Agreement; and
  - 8.8.2 the University's operating requirements permit the granting of the leave.
- 8.9 Up to two academic staff members who hold 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 Employment Relations. Leave will be subject to the University's normal operating requirements. This leave is in addition to leave for training purposes as outlined in sub-clause 8.8.
- 8.10 Academic staff may be loaned by the University to the NTEU for up to four 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.
- 8.11 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".
- 8.12 The University will maintain a payroll deduction facility for union membership contributions in accordance with the University's standard procedures for deductions.
- 8.13 Unions can communicate with university staff members, both electronically and by non-electronic means. All communication and usage of systems must comply with University policies. The University will not block communications from the Unions.

## **9. DISPUTES RESOLUTION PROCEDURE**

- 9.1 If a dispute relates to:
  - 9.1.1 a matter arising under this Agreement; or
  - 9.1.2 the National Employment Standards,this clause sets out the procedure to settle the dispute.
- 9.2 A dispute resolution procedure may be initiated by:
  - 9.2.1 a staff member;
  - 9.2.2 the Union; or
  - 9.2.3 the University.
- 9.3 A staff member who is a party to the dispute may choose to be represented by a staff representative (as

defined in sub-clause 8.4) for the purposes of the procedure in this clause at any stage in the dispute resolution procedure.

- 9.4 In the first instance, the parties to the dispute will normally try to resolve the dispute informally at the workplace level, by discussions between the staff member and their supervisor, or supervisor's supervisor, unless it is not practicable to do so. It is reasonable to expect that the relevant supervisor will respond within three working days.
- 9.5 If discussions at the workplace level do not resolve the dispute, or if informal dispute resolution under clause 9.4 was not conducted as it was not practicable to do so, a party to the dispute may refer the matter in writing to the Manager Employment Relations in People & Culture (or equivalent/authorised delegate)..
- 9.6 The written dispute notification must:
- 9.6.1 state that the notification is being made under this clause;
  - 9.6.2 specify the clause(s) or this Agreement, or the NES, in relation to which the dispute has arisen;
  - 9.6.3 state the nature of the dispute; and
  - 9.6.4 where possible, outline the remedy sought to resolve the dispute.
- 9.7 A meeting will be convened as soon as reasonably possible, but normally within five working days of University management receiving the written dispute.
- 9.7.1 A representative from People & Culture, the party initiating the dispute, the respondent of the dispute and, if the staff member party to the dispute chooses, a representative, will attend the meeting. Nothing in this clause prevents parties from agreeing to alternative arrangements.
  - 9.7.2 The party that initiated the dispute will be given an opportunity to explain the matter in dispute and the outcome they are seeking. The disputing party's views will be considered and a written response, including detail of any resolution reached, will normally be provided within three working days of the meeting.
- 9.8 While the parties are trying to resolve the dispute using the procedure in this clause:
- 9.8.1 the staff member must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 9.8.2 the staff member must comply with a direction given by the University to perform other suitable work, unless:
    - 9.8.2.1 the work is not safe; or
    - 9.8.2.2 applicable workplace health and safety legislation would not permit the work to be performed; or
    - 9.8.2.3 there are other reasonable grounds for the staff member to refuse to comply with the direction; and
    - 9.8.2.4 the University will maintain the existing work, staffing or organisation of work arrangements; and
    - 9.8.2.5 no adverse action will be taken against the staff member; and
    - 9.8.2.6 industrial action will not be taken by any party to the dispute.
- 9.9 Where the parties agree, the assistance of a mutually agreed private conciliator may be sought.
- 9.10 If formal discussions involving University management do not resolve the dispute, or if there is an identified urgent need to resolve the matter, a party to the dispute may refer the matter to the Fair Work

Commission for conciliation, and if necessary, arbitration.

- 9.11 If the dispute is not referred to the Fair Work Commission or private conciliator within 10 workingdays after the procedure set out in sub-clauses 9.4 to 9.8 is complete, the staff member will continue to perform their work as they would normally and/or in accordance with the University's reasonable direction, provided that neither party will be prejudiced in the resolution of the dispute.
- 9.12 Nothing in this clause prevents the parties to a dispute from agreeing to refer the matter to a third party other than the Fair Work Commission for resolution.

## **10. AVAILABILITY OF AGREEMENT**

- 10.1 A copy of this Agreement will be published on the University's website and will be made available for inspection upon request by any academic staff member of the University.

# Part 2 – Salaries and wage rates

## **11. SALARY AND WAGE RATES**

- 11.1 The full-time rates of pay applicable to the classifications covered by this Agreement are set out in Schedule 1. These rates include the following increases:
- 11.1.1 A lump sum payment as prescribed in Schedule 1 was made prior to approval of this Agreement on 08 December 2023, to continuing and fixed term staff members employed and on duty or approved leave, other than leave without pay which exceeds a period of one month, as at 2 November 2023, and casual staff members engaged at anytime in the 3 months prior to 2 November 2023;
  - 11.1.2 2% from the first pay period commencing on or after 2 November 2023;
  - 11.1.3 3% from the first pay period commencing on or after 24 November 2023;
  - 11.1.4 1.75% from the first pay period commencing on or after 21 June 2024;
  - 11.1.5 2.5% from the first pay period commencing on or after 22 November 2024.
  - 11.1.6 1.75% from the first pay period commencing on or after 20 June 2025;
  - 11.1.7 2.5% from the commencement of the first pay period in 21 November 2025; and
  - 11.1.8 2% from the first pay period commencing on or after 19 June 2026.
- 11.2 Academic staff will be paid in accordance with the Schedule at the rate that corresponds with their level of appointment.
- 11.3 The wage rates for casual staff members are contained in Schedule 2 and also reflect the above increases. The rates in Schedule 2 of this Agreement incorporate a loading that is in lieu of all leave benefits under this Agreement and for their being no payment for absences from work on Public Holidays.
- 11.4 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 30 (Workloads).

## **12. SALARY PACKAGING (FLEXIBLE REMUNERATION)**

- 12.1 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:
- 12.1.1 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 the academic staff member; and

- 12.1.2 the academic staff member will be required to enter into an agreement with the University with terms and conditions that include:
  - 12.1.2.1 the superannuable salary for both the rate of contribution and benefit purposes is calculated by reference to the salary specified in this Agreement.
  - 12.1.2.2 for periods of paid leave the staff member retains the reduced salary and benefits.
  - 12.1.2.3 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.
  - 12.1.2.4 the academic staff member will be entitled to withdraw from, or renegotiate any salary and benefits package by notice in writing on the occurrence of any of the following:
    - 12.1.2.4.1 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;
    - 12.1.2.4.2 where a staff member proceeds on a period of leave without pay for any period greater than five working days;
    - 12.1.2.4.3 any other events or circumstances approved by the University and where 4 weeks' notice in writing is provided.
- 12.2 Any withdrawal from any agreement by the staff member in accordance with this clause will be notified in writing to the University.
- 12.3 The University will not be responsible for any loss or disadvantage suffered by the academic staff member arising from:
  - 12.3.1 the cessation of any benefits payments;
  - 12.3.2 any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of sub-clause 12.1.2;
  - 12.3.3 the termination of an individual remuneration package by either party, unless otherwise specified in this Agreement.
- 12.4 The University will exercise its best endeavours to avoid or minimise any such loss of which it becomes aware or that may arise.
- 12.5 In addition, the University will be entitled to recover any payment of salary and benefits paid in advance.

### 13. SUPERANNUATION

#### 13.1 Employer contributions

- 13.1.1 The University will make the following superannuation contributions into a staff member's nominated superannuation fund:
  - 13.1.1.1 For casual staff members, the University will make superannuation guarantee contributions in line with the *Superannuation Guarantee (Administration) Act 1992*;
  - 13.1.1.2 For all other staff members, the University will make 17% employer superannuation contributions on the staff member's ordinary time earnings.
- 13.1.2 Subject to sub-clause 13.3 below, the University's default superannuation provider is UniSuper. The University will provide information about UniSuper to new staff members as

part of the onboarding process.

13.1.3 If a staff member on commencement of employment does not nominate a superannuation fund, the University will make the contributions into the staff member's stapled superannuation fund as advised by the Australian Taxation Office (ATO).

13.1.4 If the ATO advises that a staff member does not have a stapled superannuation fund, the University will open a UniSuper account on the staff member's behalf and make contributions into that account.

### 13.2 Contributions during unpaid parental leave

13.2.1 During periods of unpaid parental leave, the University will continue to make employer superannuation guarantee contributions which will be calculated on the substantive salary earned by the staff member.

## Part 3 – Responsibilities, rights and terms of engagement

### 14. NOTICE PERIODS

14.1 Where an academic staff member's employment is terminated by the University the notice periods provided under sub-clauses 14.4 and 14.5 of this clause will apply in all cases except where the provisions of clauses 27 (Probationary Appointments) or 46 (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 will apply.

14.2 The University must not terminate an academic staff member's employment unless:

14.2.1 the staff member has been given the required period of notice; or

14.2.2 the staff member has been paid the required amount of compensation instead of notice; or

14.2.3 where the staff member has been found to have engaged in 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.

14.3 An academic staff member must not resign from their employment unless the University has been given the required period of notice specified in sub-clause 14.4 or in the individual staff member's contract of employment, whichever is the greater.

14.4 The required period of notice by the University to terminate the academic staff member's employment 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 |

14.5 The period of notice in clause 14.4 should be increased by one week if the academic staff member is over 45 years old and has completed at least two years of continuous service with the University.

### 15. NOMENCLATURE

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

- 15.1.1 Teaching and Research Staff
  - Level A - Associate Lecturer
  - Level B – Lecturer
  - Level C - Senior Lecturer
  - Level D - Associate Professor
  - Level E – Professor
- 15.1.2 Research Only Staff
  - Level A - Associate Fellow
  - Level B – Fellow
  - Level C - Senior Fellow
  - Level D - Principal Fellow
  - Level E - Professorial Fellow

## 16. POSITION CLASSIFICATION AND STANDARDS

- 16.1 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.
- 16.2 The PCSs contained in the University’s Academic Position Classification Standards document for teaching and research staff deal broadly with four 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.
- 16.3 Within the parameters specified in sub-clause 16.2 and sub-clause 30.3 (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.

## 17. ACADEMIC FREEDOM

- 17.1 The University is committed to the protection and promotion of academic freedom within the University. In the performance of their duties staff members have a right to:
  - 17.1.1 pursue critical and open inquiry;
  - 17.1.2 research and publish;
  - 17.1.3 participate in University and public debates and express opinions, including unpopular or controversial opinions about issues and ideas;
  - 17.1.4 participate in an appropriate form in decision making processes and structures germane to their field of expertise and onus of responsibility within the University;
  - 17.1.5 teach, assess and develop curricula within the processes laid down by the University;
  - 17.1.6 be involved in the processes of Academic Senate; and

- 17.1.7 participate in professional and representative bodies, including unions, and engage in community service without fear of harassment, intimidation, bullying or unfair treatment.
- 17.2 The exercise of academic freedom rights does not constitute misconduct or serious misconduct, and as such is not subject to disciplinary action under this Agreement and or under any University policy, procedure, Code of Conduct, or the contract of employment.

## 18. SUPERVISION

- 18.1 Each member of academic staff has a nominated supervisor and will be advised in writing of the position of the nominated supervisor at the time of appointment.
- 18.2 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 their duties.
- 18.3 The supervisor will 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.

## 19. TYPES OF ACADEMIC APPOINTMENT

- 19.1 Nothing in this Agreement will 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.
- 19.2 Nothing in this Agreement prevents an academic staff member engaging in additional work as a casual staff member in work unrelated to, or identifiably separate from, the staff member's normal duties.
- 19.3 Nothing in this clause will limit the number or proportion of academic staff members that the University may employ in a particular type of employment.

### 19.4 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 27 (Probationary Appointments), that is directly related to the nature of the work to be carried out under the contract.

### 19.5 Fixed Term Employment

"Fixed term employment" is for a specified term or ascertainable period, for which the instrument of engagement will specify the start and end date of employment or, in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, which will determine the end date of employment (fixed term employment).

### 19.6 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.

### 19.7 Casual Employment

"Casual employment" will mean a person engaged as such by the hour and paid 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.

## 20. FIXED TERM EMPLOYMENT

20.1 Sub-clause 20.2 applies to fixed-term contracts entered into after the commencement date of this Agreement. Sub-clause 20.2 does not affect the validity of fixed-term contracts entered into prior to the date of this Agreement and the terms of clause 19 as set out in the University of Wollongong(Academic Staff) Enterprise Agreement 2019, immediately preceding continue to apply to those contracts. For purposes of conversion, clause 20.3 -20.4 of this Agreement apply to pre-existing and new fixed term contracts of employment.

20.2 The use of Fixed-Term Employment will be limited to employment under the following categories:

| Sub-clause | Category                     | Meaning   |
|------------|------------------------------|---|
| 20.2.1     | Specific task or project     | Is a position to perform a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students;   |
| 20.2.2     | Research only                | Is a position to perform research only functions, for a period not exceeding 5 years;   |
| 20.2.3     | Replacement staffmember      | Is a position to temporarily: <ul style="list-style-type: none"> <li>(i) replace, for a definable period, an ongoing staff member who is on leave, secondment, or performing higher duties; or</li> <li>(ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;</li> </ul>   |
| 20.2.4     | Recent professional practice | Is a position where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period not exceeding two years;  |
| 20.2.5     | Pre-retirement               | Is a pre-retirement contract for an ongoing staff member, for a non-renewable period not exceeding five years before the staff member's intended retirement date;   |
| 20.2.6     | Enrolled student             | Is a position for an enrolled student of the University to perform work that does not fall within the description of another category in subclause 20.2, and is work within the student's academic unit or an associated research unit and is work generally related to a degree course that the student is undertaking in that academic unit.<br><br>The contract must: <ul style="list-style-type: none"> <li>(i) expire at the end of the academic year in which the person ceases to be a student or not extend beyond; and</li> <li>(ii) not be made on the condition that the person offered the employment undertake a studentship.</li> </ul> |
| 20.2.7     | New organisational area      | Is a position within a new organisational area about which there is genuine uncertainty of continuing operation for a period of up to 3 years.  |



20.3 The University may offer a fixed term staff member who meets the criteria listed in 20.4.2 conversion to continuing employment on the same salary and classification if the work they are performing is deemed to be ongoing. Nothing in this subclause prevents the University, at its discretion, from converting any fixed term employment to ongoing employment.

20.4 Right to apply for conversion to continuing employment

20.4.1 The staff member may apply for conversion to continuing employment on the same salary and classification level if:

20.4.1.1 the University gives notice in accordance with clause 14 (Notice Periods) of the intention to renew employment on the expiry of their fixed term employment; or

20.4.1.2 the staff member has completed two years of continuous service in the relevant position.

20.4.2 To be considered for conversion, the staff member must:

20.4.2.1 have satisfactorily completed their probationary requirements;

20.4.2.2 have completed two years of continuous service in the relevant position;

20.4.2.3 have been originally appointed following a competitive, merit-based selection process for the relevant position;

20.4.2.4 have performed satisfactorily in the position; and

20.4.2.5 satisfy the current selection criteria for the position.

20.5 Approval of conversion to continuing employment

20.5.1 The University will consider the staff member's application and may refuse conversion on reasonable grounds, which will be limited to the categories in 20.2 above.

20.5.2 The academic staff member will normally be notified in writing if their application has been approved or refused within six weeks of the application being submitted to People & Culture. If there is any delay in the decision-making process, the staff member will be notified and advised of the anticipated date they will be notified of the outcome.

20.6 Renewal of fixed term positions

20.6.1 The University will provide a fixed term staff member notice in writing of its intention to renew or not to renew their employment upon expiry of the contract. Such intent will be provided prior to the specified end date of the contract in accordance with the table below:

| <b>Period of engagement</b> | <b>Minimum notice period</b> |
|-----------------------------|------------------------------|
| Up to 12 months             | 4 weeks                      |
| 12 to 24 months             | 8 weeks                      |
| Over 24 months              | 12 weeks                     |

20.6.2 Where the University has made a decision to continue the position occupied by a current fixed term staff member the staff member will ordinarily be offered further employment in that position on a fixed term basis, subject to the following:

20.6.2.1 the staff member has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required; and

20.6.2.2 has demonstrated satisfactory performance and conduct in the fixed term position; and

- 20.6.2.3 the staff member was appointed following a competitive, merit-based selection process for the same or substantially similar position.
- 20.6.3 Fixed term employment may only be terminated on the initiative of the University as follows:
  - 20.6.3.1 during the probationary period (in accordance with clause 27);
  - 20.6.3.2 for unsatisfactory performance (in accordance with clause 44);
  - 20.6.3.3 for serious misconduct (in accordance with clause 45); or
  - 20.6.3.4 under clause 42 (Redundancy, Redeployment and Severance) 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.
- 20.6.4 Nothing in this clause will, however, prevent the University offering a fixed term staff member, and the staff member accepting, a voluntary separation under clause 42 of this Agreement.
- 20.6.5 A fixed term staff member may not refuse any reasonable offer of redeployment to an academic role at their existing level and within their area of competency.
- 20.6.6 Where a staff member is employed on two 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 two months between those contracts. The period between the two fixed term contracts however will not be counted as service.

## 21. CONTINUING CONTINGENT EMPLOYMENT

- 21.1 Fixed term contracts may initially be offered for staff members to perform work that is externally funded in accordance with clause 20 of this Agreement. An initial externally funded fixed term contract may include a contingency in addition to an end date.
- 21.2 Where external funding has been received for a specified term, the duration of the continuing contingent employment will be the specified term. A continuing contingent staff member's employment will only be terminable if the external funding ceases and is not renewed (the contingency), or in accordance with clauses 44 (Managing Unsatisfactory Performance) or 45 (Misconduct and Serious Misconduct).
- 21.3 Current staff members whose service commences before approval of this Agreement and who meet the requirements of this clause will be offered conversion to continuing contingent employment.
- 21.4 A break between contracts of up to 26 weeks will not constitute a break in continuity of service, but will not count as service for any purpose. This does not affect the application of clause 21.5 below.
- 21.5 If external funding is renewed, a continuing contingent staff member will continue. If the external funding has ceased, but is expected to be renewed, a continuing contingent staff member will continue. To facilitate this a staff member may be allocated to other work by agreement.
- 21.6 Where the external funding ceases and is not renewed, the continuing contingent staff member will be terminated on grounds of the contingency and they will receive 8 weeks notice (or pay in lieu of notice) plus severance pay in accordance with the scale set out in clause 42.10.
- 21.7 During the notice period, the University will offer to withdraw the notice of termination if the grant funding is renewed or like funding obtained. The withdrawal will take effect if the affected staff member agrees.
- 21.8 A staff member may appeal against the decision to terminate their employment. An appeal will be

lodged within four (4) weeks of the date of the notice of termination. The matter will be resolved within four (4) weeks of the date that an appeal is lodged by the staff member and before the expiry of the notice period. Any payment in lieu of notice will be limited to the balance of the 8 weeks' notice period.

## 22. CASUAL EMPLOYMENT

- 22.1 The University acknowledges there will be circumstances that warrant engagement of academic staff on a casual basis. Such casual employment will be restricted to work that is ad-hoc, irregular and for a short duration.
- 22.2 The University will maintain its casual academic employment at no more than 15% of the total academic FTE employment during the life of this Agreement, which will:
- 22.2.1 be measured at the census date each semester; and
  - 22.2.2 be reported to the JCC for each faculty each semester.
- 22.3 Where unforeseen operational impacts arise that the University anticipates may require an increase beyond the limitation in subclause 22.2, the University may increase only with the agreement of the NTEU.
- 22.4 The Head of School is responsible for the engagement of casual academic staff.
- 22.5 All forms of casual employment are paid according to Schedule 2.
- 22.6 The University will require academic casual staff members to have the appropriate qualifications and experience and to produce evidence to demonstrate this. Engagement of academic casual staff members should be on the basis of merit, be transparent, consistent with University policy and, where appropriate, competitive.
- 22.7 Casual academics will not normally be expected to coordinate subjects, except in exceptional circumstances and where approved by the Head of School.
- 22.8 Casual academics can be employed within and outside of teaching periods.
- 22.8.1 *Within session* duties are outlined in 22.9 and 22.10 and refers to the time period between the commencement of lectures and the completion of marking.
  - 22.8.2 *Outside session* duties are designed to assist casual staff members develop career-ready skills associated with the governance of subjects and to provide assistance to the University in governance-related tasks. The *outside session* may include:
    - 22.8.2.1 Marking supplementary assessments;
    - 22.8.2.2 Undertaking any additional ancillary duties associated with the delivery of subjects outlined in 22.10 that fall outside teaching periods;
    - 22.8.2.3 Completing required staff member induction and relevant periodic training; and
    - 22.8.2.4 Any additional teaching related governance and service tasks deemed appropriate by the relevant Head of School.
- 22.9 Teaching Duties
- 22.9.1 Teaching duties include:
    - 22.9.1.1 preparation of materials to be used in class and familiarisation with class content and learning resources;
    - 22.9.1.2 presentation of classes, inclusive of contemporaneous marking which is marking and feedback performed during class time;
    - 22.9.1.3 “Administration” involves administrative teaching tasks that will be limited to:

- 22.9.1.3.1 Student consultation related to subject content (including answering emails or facilitation of online student consultation forums);
  - 22.9.1.3.2 Administration of relevant class records such as attendance and entry of marks; and
  - 22.9.1.3.3 Bringing incidents related to student progress, wellbeing and conduct to the attention of the responsible Subject Coordinator.
- 22.9.2 Marking hours will be paid by the hour in accordance with the applicable rates set out in Schedule 2 of this Agreement, except for contemporaneous marking as outlined in 22.9.1.2.
- 22.9.2.1 Casual marking duties do not include:
    - 22.9.2.1.1 Tasks associated with the investigation of academic misconduct beyond bringing an allegation to the attention of the responsible Subject Coordinator;
    - 22.9.2.1.2 Tasks associated with the administration of marks beyond entry of marks; or
    - 22.9.2.1.3 Provision of additional feedback outside a reasonable expectation of feedback.
- 22.10 Ancillary Teaching Duties
- 22.10.1 Any duties which the academic casual staff member performs beyond those outlined in sub-clause 22.9 will be paid for separately. Such duties may include:
    - 22.10.1.1 attendance at lectures;
    - 22.10.1.2 formal student consultation scheduled at specific times;
    - 22.10.1.3 activities associated with the coordination of subjects, for example the formal registering of marks at an assessment committee;
    - 22.10.1.4 attendance at meetings;
    - 22.10.1.5 any duties involving the preparation or administration of subjects outlined in 22.9.1.1 that fall outside the allocated time, such as the preparation for a new subject or the development of significant digital resources; and
    - 22.10.1.6 formal reporting of incidents to the relevant staff (e.g. WHS issues, student misconduct).
- 22.11 An academic casual staff member 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.
- 22.12 Resources for Casual Academic Staff member
- 22.12.1 Casual Academic Staff will be provided with access to the facilities and resources necessary to perform their duties, including but not limited to access to IT systems and library resources, and access to a workspace if they are required to work on campus.
  - 22.12.2 Casual Academic Staff members are expected to complete the University's casual induction training, conducted either via workshop session or online, within the first session of their employment. Payment for attendance at the training session or online completion will be made for 2 hours at the ancillary hourly rate. Casual engagement will not be approved until induction training has been completed.
  - 22.12.3 Casual academics will be allocated 2 hours per session paid at the ancillary rate to attend meetings and/or maintain up-to-date knowledge of policies and procedures. Any additional ancillary hours will be subject to approval as per clause 22.8.2.

## 22.13 Eligibility For Conversion

- 22.13.1 A casual staff member may be entitled to conversion in accordance with the NES or this clause.
- 22.13.2 Casual conversion may be at the initiative of either the University or the staff member.
- 22.13.3 The staff member may apply in writing for conversion to continuing or fixed term employment on the same salary and classification level if:
  - 22.13.3.1 they have been employed on a regular and systematic basis; and
  - 22.13.3.2 in the same or a similar and identically classified position in the same department(or equivalent), and either:
    - 22.13.3.2.1 have worked an average weekly hours equal to at least 30% of the ordinary weekly hours that would have been worked by an equivalentfull time staff member over the immediately preceding 12 months; or
    - 22.13.3.2.2 worked over the immediately preceding 24 months.
- 22.13.4 For the purpose of this sub-clause, occasional and short-term work performed by the staff member in another classification, position or unit will not:
  - 22.13.4.1.1 affect the staff member's eligibility for conversion; or
  - 22.13.4.1.2 be considered when determining whether the staff member meets the eligibilityrequirements; or
  - 22.13.4.1.3 be used to calculate entitlements.

## 22.14 Consideration of application for conversion

- 22.14.1 The University will consider the Casual Academic Staff members' application and must make an offer of conversion to any eligible staff member. The University may refuse conversion onreasonable grounds, which will be limited to them being:
  - 22.14.1.1 a student, or having recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - 22.14.1.2 a genuine retiree;
  - 22.14.1.3 someone performing work which will either cease to be required or will be performed by another staff member within 26 weeks (from the date of application);
  - 22.14.1.4 primarily employed with the University or another employer;
  - 22.14.1.5 someone who does not meet the essential requirements of the position; or
  - 22.14.1.6 someone who performs work that is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 22.14.2 The Casual Academic Staff member must not be engaged then reengaged or have hours reduced in order toavoid any obligation under sub-clause 22.13 (eligibility for conversion).

## 22.15 Outcome of application

- 22.15.1 The Casual Academic Staff member will be notified in writing if their application has been approved or refusedwithin 21 days of the application being submitted to People & Culture. If there is any delay in the decision-making process, the staff member will be notified and advised ofthe anticipated date of the decision.
- 22.15.2 Where an application for conversion is approved the staff member will be provided with a

new employment contract for a continuing or fixed term appointment.

- 22.15.3 Regular and systematic service that is the basis for conversion will count as service for the purpose of calculating any entitlements relating to paid parental leave, notice of termination and separation payments.

## **23. TRANSITIONING CAREER DEVELOPMENT FELLOWSHIPS AND SCHOLARLY TEACHING FELLOWSHIPS TO CONTINUING EMPLOYMENT**

- 23.1 The University will end the Career Development and Scholarly Teaching Fellowship (CDF/STF) schemes and transition all positions under them, except for those genuinely employed under clauses 20.2.3, 20.2.5, 20.2.6 and 20.2.7, to continuing employment. This transition will commence upon approval of this Agreement for CDF/STF staff members employed at or after 15 September 2023.
- 23.2 From approval of this Agreement, all fixed term CDF/STFs who were initially employed through a competitive selection process will be transitioned to continuing positions. Probation, in accordance with clause 27 (Probationary Appointments), will continue for the remaining period where a staff member has not been confirmed prior to the transition.
- 23.3 Where a CDF/STF was not initially employed through a competitive selection process, they will be interviewed by a selection panel in accordance with the Recruitment and Selection Policy, and, if appointable, be appointed. If not appointed, the CDF/STF will be provided with written reasons within 10 days.
- 23.4 All transitioned CDF/STFs will continue to perform their contracted workload until the contract expiry date that would have applied but for the transition to continuing employment. Thereafter, their workloads will be determined in accordance with clause 30.

## **24. TERMS OF ENGAGEMENT**

- 24.1 Where the University engages an Academic Staff member under this Agreement, the University will provide an instrument of appointment that stipulates the type of employment and informs of the terms of engagement at the time of the appointment in relation to:
- 24.1.1 for academic staff members other than casual academic staff members, 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;
  - 24.1.2 whether the appointment is on a continuing, fixed term, or casual basis, as defined in clause 19 (Types of Academic Appointment);
  - 24.1.3 for a fixed term academic staff member, the term of the employment, the length and terms of any period of probation;
  - 24.1.4 for academic casual staff members, 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;
  - 24.1.5 for any academic staff member subject to probationary employment, the length and terms of the probation;
  - 24.1.6 for academic staff members other than casual academic staff members, the ratio of research, teaching and governance expected (including but not limited to 80:20, 60:20:20, 40:40:20); and
  - 24.1.7 any other significant conditions of employment.
- 24.2 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

## 25. PERFORMANCE ENHANCEMENT AND CAREER DEVELOPMENT

- 25.1 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.
- 25.2 The aims of the performance enhancement and career development process are to:
- 25.2.1 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;
  - 25.2.2 integrate the development plans of individual academic staff with workload requirements, annual leave plans and University development plans, in a coherent manner;
  - 25.2.3 commit the University and academic staff to ongoing individual development;
  - 25.2.4 provide regular and continuing opportunities for all academic staff members to formulate meaningful and achievable career goals and plans; and
  - 25.2.5 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.
- 25.3 Performance Enhancement and Career Development Record
- 25.3.1 The performance enhancement and career development record (PE&CDR) is established by the academic staff member and their 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.
  - 25.3.2 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.
  - 25.3.3 A section of the career development record should provide a summary of any agreed general development needs.
  - 25.3.4 The University will maintain an appraisal system where staff can provide anonymous feedback on their supervisor.
- 25.4 Performance Enhancement and Career Development Interview

- 25.4.1 Annual performance enhancement and career development interviews (PE&CDI) will be required for all members of academic staff. The first interview will occur within two months of appointment and thereafter every 12 months. The performance enhancement and career development interview will 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.
- 25.5 Induction
- 25.5.1 Within two 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.
- 25.6 University Learning and Teaching Course
- 25.6.1 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 30.4 will take into account learning and teaching course (ULT or successor) requirements for new academic staff members.
- 25.7 Teaching Evaluation
- 25.7.1 The University will maintain an individualised teaching and learning survey system which provides diagnostic feedback for academic staff.
- 25.7.2 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.
- 25.7.3 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).
- 25.7.4 The survey must be a statistically valid instrument.
- 25.7.5 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.

## 26. INCREMENTAL PROGRESSION

- 26.1 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.
- 26.2 Subject to the procedures set out below, academic staff will be entitled to progress annually within the salary range of the level of their appointment until the top salary point is reached.
- 26.3 Incremental progression within Levels A, B, C, and D will 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 16. 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.

#### 26.4 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 25.4:

- 26.4.1 undertaken such teaching duties as may have been allocated by the supervisor in consultation with the member of staff;
- 26.4.2 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;
- 26.4.3 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;
- 26.4.4 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
- 26.4.5 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.

26.5 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 25 which confirms participation in the most recently required annual or biennial performance enhancement and career development interview.

26.6 A decision will 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.

#### 26.7 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 will identify the supervisor's ongoing concerns, which will 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.

26.8 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 five 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.

- 26.9 Where an academic staff member has been denied an increment, the supervisor can or the staff member may request that they be reconsidered for the awarding of the increment after a minimum period of three months after the increment was denied.

## 27. PROBATIONARY APPOINTMENTS

- 27.1 Normally, all Academic appointments, whether on a fixed term or a continuing basis, may be required to complete a probationary period. Probation periods will 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   |

- 27.2 The initial period of probation may be reduced or waived (in accordance with the Delegations of Authority Policy).
- 27.3 When determining the length of a staff member's probationary period, or whether to waive the probationary period, the University will consider the nature of the work to be performed, the staff member's prior service and performance, and their qualifications and experience.
- 27.4 No staff member will be required to serve a probationary period of more than 2 years in total. However, nothing in this clause limits the application of clause 27.9.
- 27.5 Confirmation of an appointment on probation will normally be considered once only during the probationary period, usually at a point not earlier than six months before the expiry of the probationary period in accordance with the procedures set out in the University's Academic Probation Procedures document.
- 27.6 For confirmation of a probationary appointment, the 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.
- 27.7 Where the staff member has a continuing appointment with a probationary period and has not had a reasonable opportunity to meet the requirements of the probationary period due to circumstances beyond their control, they may request an extension of the probationary period to better prepare their application.
- 27.8 The request will be made to the Executive Dean or equivalent, through the relevant Head of School/Unit.
- 27.9 Requests for an extension of the probationary period will not be unreasonably refused. If approved, an extension of up to 12 months will be granted. The total probationary period may not exceed three years.
- 27.10 Where the recommendation is not to confirm the staff member's appointment, the recommendation will be referred to the Vice-Chancellor for consideration.
- 27.10.1 Prior to the Vice-Chancellor making a final determination not to confirm the staff member's appointment and terminate the employment, the staff member may seek to have the recommendation reviewed in accordance with clause 47 (Review Committees) on the grounds of:

- 27.10.1.1 lack of due process; and/or
  - 27.10.1.2 denial of natural justice or bias; and/or
  - 27.10.1.3 inconsistent application of the criteria for the granting of confirmation of a probationary appointment.
- 27.10.2 A request for review must be made within five working days of being notified of the recommendation not to confirm an appointment.
- 27.10.3 The request for review must indicate whether the staff member elects to have the review undertaken by an independent reviewer or a committee of review in accordance with clause 47 (Review Committees).
- 27.10.4 The Review does not have the authority to confirm a probationary appointment.
- 27.10.5 The staff member will continue to be employed in their substantive position until the Vice-Chancellor makes a decision and they have been notified of that decision.
- 27.11 The action of the Vice-Chancellor under this clause will be final, except that nothing in this clause will 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.
- 27.12 Where a staff member has not been confirmed in their appointment, their employment will be terminated with four months' notice. The staff member will have one week from the date they are notified of the termination of their appointment to decide whether they wish to serve the notice or receive four months' payment in lieu of notice. If the staff member elects to serve the notice, the University may require the staff member to undertake, all, some, or none of their duties for all or some of the period of notice.
- 27.13 Any second or subsequent fixed term contract for the same position will not contain a probationary period.

## Part 5 – Working arrangements

### 28. PREAMBLE

- 28.1 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:
- 28.1.1 make staff aware of the work and family arrangements in this Agreement;
  - 28.1.2 encourage and support varied working arrangements at a work unit and University level;
  - 28.1.3 organise work to take into account responsibilities of staff with family commitments;
  - 28.1.4 take into account equal opportunity issues when considering an academic staff member's performance; and
  - 28.1.5 allow academic staff members the opportunity to be in contact with family members in emergency situations during working hours.
- 28.2 The factors from sub-clause 28.1.1 to 28.1.5 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.
- 28.3 If the University proposes to change a staff member's ordinary hours or regular roster of hours, the University will consult with the affected staff member(s) prior to any change. The University will provide information to affected staff member(s) and invite the affected member(s) to give their views

about the impact of the change. The University will consider any views given by the affected member(s) prior to implementing the change. The staff member(s) may elect to have a representative during this process.

## 29. RIGHT TO DISCONNECT

- 29.1 The University does not expect or require a staff member to respond to communications outside their ordinary hours of work, or whilst they are on approved leave, including Concessional Days.
- 29.2 The University will not make workload demands of staff members that are inconsistent with these provisions.

## 30. WORKLOADS

- 30.1 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.
- 30.2 Workload Allocation
  - 30.2.1 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.
  - 30.2.2 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:
    - 30.2.2.1 be consistent with the University's strategic plans and academic mission including offshore work;
    - 30.2.2.2 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;
    - 30.2.2.3 allow for individual allocations to be varied during the year, after consultation between the academic staff member and the supervisor, where circumstances change;
    - 30.2.2.4 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;
    - 30.2.2.5 ensure 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.
- 30.3 Content of Workload Allocations
  - 30.3.1 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, as set out in the staff member's instrument of appointment. It is recognised that there may be a need to shift the ratio in one or other of these elements in the event of an academic staff member not undertaking a full-time equivalent workload to Faculty standards in one or other areas of academic activity. For example, this may occur following career development discussions,

where it is agreed 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 and will only occur where a path back to the previous teaching, research and governance workload is mutually agreed and monitored through the career development discussion.

30.3.2 Workload Allocations will also:

- 30.3.2.1 be consistent with Employment Equity and Diversity (EED) and affirmative action principles, policies and practices;
- 30.3.2.2 specify its date of commencement and period of operation; and,
- 30.3.2.3 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 two-year period without penalty for periods of approved leave) over a period of 26 to 32 weeks per annum; and

30.3.3 Workloads for Research Only staff appointed at Levels A-E may include occasional contributions in the teaching program within the field of the staff member's expertise. Occasionally contributions may include lecturing, tutoring, marking and subject coordination not exceeding 10% of the overall workload.

30.4 Faculty Workload Models

30.4.1 The Executive Dean or equivalent of each Faculty will be responsible for maintaining a workloads model for the faculty based on total hours or percentage full-time equivalent. 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.

30.4.2 The Faculty workload model will:

- 30.4.2.1 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;
- 30.4.2.2 indicate the normal balance between the elements of academic activity that are relevant to that Faculty; and
- 30.4.2.3 enable the development of School specific variation within the confines of a Faculty workload model.

30.4.3 Faculty workload allocations will be published and be available to all staff within each Faculty including on the Faculty's intranet site.

30.5 Faculty Workload Reference Group

30.5.1 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.

30.5.2 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.

30.5.3 The Faculty Workload Reference Group will meet at least twice a year following the

distribution of workload allocation and later in the year to allow for review. 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.

30.5.4 Each Faculty Workload Reference Group may make such administrative arrangements as may be necessary to administer the workload standards in this clause.

#### 30.6 University Workload Committee

30.6.1 The University Workload Committee will consist of a Deputy Vice-Chancellor or nominee, an Executive Dean nominated by the Vice-Chancellor, and two academic staff members nominated by the NTEU Branch, one of whom will normally be the Branch President.

30.6.2 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 will meet at least twice per year.

30.6.3 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:

30.6.3.1 the Faculty's ratified workload requirements including its stated workload requirements for face-to-face and/or on-line teaching and teaching related activity;

30.6.3.2 the staff member's workload overall in all areas of academic activity; and

30.6.3.3 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 two-year period without penalty for periods of approved leave) over a period of 26 to 32 weeks per annum.

## 31. ACADEMIC AVAILABILITY

31.1 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.

31.2 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.

## 32. CONSULTANCY

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

## 33. INTELLECTUAL PROPERTY

33.1 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.

## 34. FRACTIONAL EMPLOYMENT

34.1 An academic staff member may seek approval to convert their 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.

## **35. WORKING IN OTHER LOCATIONS**

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 Where an academic staff member undertakes work in a location other than their main location/s, the University will meet the cost of travel in accordance with the University's Travel and Entertainment Policy.
- 35.6 Where an academic staff member is required to travel between domestic campuses to a campus other than their main location(s), the staff member will be paid for the hours spent travelling rounded to the closest half hour at the staff member's ordinary hourly rate to a maximum rate of a Level B step 1.
- 35.7 Payment for travelling time will exclude:
- 35.7.1 the time normally taken for journey between the staff member's home to main location and return;
  - 35.7.2 any periods of travel of less than 30 minutes on any one day;
  - 35.7.3 travel to new main location(s) upon continuing appointment or mutually agreed secondment or fixed term contract;
  - 35.7.4 travel not undertaken by the most practical available route and by the most practical and economic means of transport.
- 35.8 Travel time will not be included in Faculty workload models and will not be allocated in a staff member's annual workload as set out at clause 30.
- 35.9 Any disputes arising out of this clause will be dealt with under clause 9 (Disputes Resolution Procedure).

## **36. ANTI-DISCRIMINATION AND GRIEVANCES**

- 36.1 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.

- 36.2 While these policies attempt to provide frameworks to resolve complaints raised, nothing in this clause will derogate from the right of a staff member or the University to pursue a matter of discrimination in the relevant state or federal tribunal.
- 36.3 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.
- 36.4 Matters dealt with in accordance with the policies referred to in this clause will not be subject to the dispute resolution procedures under this Agreement.

## **37. DIGNITY AND RESPECT AT WORK**

- 37.1 In this clause the term adverse behaviour(s) collectively refers to discrimination, harassment, sexual harassment, sexual assault, gendered violence, coercive behaviour, vilification, victimisation and work-related bullying.
- 37.2 The University respects and values its staff members, the diversity of its workforce, and the right of staff members to work in an environment free from adverse behaviours. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.
- 37.3 The University and its staff members recognise that they have obligations under all relevant legislation including Federal and State anti-discrimination and work health and safety legislation. The University will provide information and training on identifying and preventing adverse behaviours including work health and safety risks in staff development programs for staff members.
- 37.4 Adverse behaviours will not be tolerated. The University will develop and maintain a comprehensive suite of policies and processes to deal with any complaints or reports of bullying, discrimination, sexual misconduct, and harassment as defined by the legislation and University policies.
- 37.5 The University will work proactively towards:
  - 37.5.1 preventing and eliminating adverse behaviours and work, health and safety risks at the University;
  - 37.5.2 managing associated risks; in consultation with Health and Safety Representatives, Work Health and Safety Committees, and staff members; and
  - 37.5.3 providing a trauma informed responses and support to staff members in respect to those behaviours identified in this clause.

## **38. CULTURAL AND CEREMONIAL LEAVE**

- 38.1 Aboriginal and Torres Strait Islander staff members, other than casual staff members, may be granted up to a maximum of ten days leave without loss of pay in any 12-month period to participate in or fulfil cultural/ceremonial activities/obligations/responsibilities.
- 38.2 Additionally, Aboriginal and Torres Strait Islander staff members, may be granted up to a maximum of 10 days leave without pay in any 12-month period to participate in or fulfil cultural/ceremonial obligations/activities/responsibilities.
- 38.3 Cultural and Ceremonial Leave may be used to attend or participate in the observance of significant days relating to Aboriginal and Torres Strait Islander culture, such as Sorry Business, NAIDOC, Reconciliation events, Mabo Day or Sorry Day.
- 38.4 Where a staff member intends to take cultural/ceremonial leave they will notify their Supervisor of the reason and estimated duration of the leave prior to it being taken.



- 38.5 Staff members may be required to provide details of their proposed participation and fulfilment of cultural/ceremonial/responsibilities in the form of:
- 38.5.1 a statutory declaration outlining the nature and duration of the ceremonial or cultural event that the staff member is requesting to participate in or attend; or
  - 38.5.2 notice of or evidence of requirement to attend Sorry Business; or
  - 38.5.3 advice or documentation from a relevant civil authority, such as a local lands council or a medical service; or
  - 38.5.4 as otherwise required by the University.
- 38.6 Where staff members are required to represent the University at culturally significant days, the staff member will not be required to apply for cultural and ceremonial leave.

### 39. WORK HEALTH AND SAFETY

- 39.1 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).
- 39.2 New University staff 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 six months of commencement with the University.
- 39.3 Where a staff member has an additional designated formal WH&S role by way of their job duties or committee membership it will be recognised as a formal part of their job responsibilities.
- 39.4 The appropriate channels for raising WH&S issues include the relevant supervisor, the Safe at Work Committee, the central WH&S Committee or the WH&S Unit, or a Health and Safety Representative.

## Part 6 – Workplace change

### 40. MANAGING CHANGE

- 40.1 The University recognises that the sound management of workplace change requires the involvement of staff members who will be affected by that change.
- 40.2 Categories of significant workplace change subject to the processes outlined in clause 40 may include:
- 40.2.1 changes in the composition, operation or size of the workforce or in the skills required;
  - 40.2.2 the enhancement, elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - 40.2.3 the need for retraining or transfer of staff members to other work or locations;
  - 40.2.4 outsourcing;
  - 40.2.5 the alteration of hours of work of a group or unit and changes in work practices; and
  - 40.2.6 the restructuring of jobs.
- 40.3 A staff member will be entitled to be represented during the workplace change. The workplace change will be discussed within the Joint Consultative Committee in accordance with the provisions of this clause.
- 40.4 The University will allow sufficient time for the consultations and will give genuine consideration to matters raised by those affected.
- 40.5 The consultation process will be collaborative, but consultation does not necessarily mean that agreement will be reached.

- 40.6 The University must ensure that sufficient and relevant information is provided to the affected staff members (and their staff member representative(s)) to allow them to understand the extent and nature of the change proposal; reasons for making the proposed change; timeframe for change; and, the details of likely staff member impacts, including possible redundancies and relocations.
- 40.7 All affected staff members and their staff member representative(s) will be advised of any changes subsequently recommended; the rationale for such changes; and will have an opportunity to comment on the recommendations.
- 40.8 During the term of this Agreement and subject to any exceptional circumstances that may arise (including substantial changes in government funding or major negative economic disruption), a staff member will not be subject to more than one workplace change process where that change process may result in the termination of their employment on the ground of redundancy. This limitation does not apply to any form of voluntary separation, including calls for expressions of interest in voluntary redundancy.
- 40.9 Redundancy will be the last resort.
- 40.10 Any disputes in relation to the application or operation of this clause will be dealt with under clause 8 - Disputes Resolution Procedure.

### **Preliminary Phase**

- 40.11 In the interest of collegiality, before any formal Draft Change Proposal is released to staff members, unless there are circumstances that would prevent it from doing so (such as commercial in confidence), the University will inform potentially affected staff members that it is considering change. The University will provide the reasons behind the possible change, and details of what it hopes to achieve. The University will invite potentially affected staff members to provide any information or suggestions they consider to be relevant for the development of any formal Draft Change Proposal.

### **Consultation Stage 1**

- 40.12 Where the University develops a firm proposal to introduce change of the kind referred to in clause 40.2 affecting more than one staff member, the University will prepare a Draft Change Proposal for consideration by and consultation with affected staff members and their staff member representative(s). The Draft Change Proposal will be discussed with People & Culture Business Partners and endorsed by Business Transformation, and will include, where relevant:
- 40.12.1 financial information, if financial imperatives form part of the reasons for the proposed change;
- 40.12.2 anticipated financial implications of the proposed change;
- 40.12.3 implications for staff members including changes in duties, number of staff members, workload and/or work environment, including:
- 40.12.3.1 any increases in workloads;
- 40.12.3.2 proposals to mitigate the effect of increases to workloads, including the redistribution of remaining work from a position(s) proposed to be disestablished;
- 40.12.4 organisational charts outlining the current structure and proposed structure, and where possible, draft position descriptions;
- 40.12.5 copies of any reports, or parts of reports, whether internal or external that have directly led to the proposed change;
- 40.12.6 proposals to mitigate negative effects including training, re-training and redeployment;
- 40.12.7 ways to minimise any disadvantages to work, health and safety in the workplace; and

40.12.8 the anticipated timing of the consultation and timing of the proposed implementation of change.

40.13 The University will provide the Draft change proposal to affected staff members (and their staff member representatives(s)) for consideration and feedback for a minimum of 4 weeks.

### **Consultation Stage 2**

40.14 The University will give prompt and genuine consideration to matters raised by staff members and their staff member representative(s) and will prepare a Revised Change Proposal, which will include:

40.14.1 a summary of any amendments to the Draft Change Proposal;

40.14.2 if relevant to the change being proposed, or if altered from the Draft Change Proposal (marked up), an updated organisational chart;

40.14.3 if relevant to the change being proposed, or if altered from the Draft Change Proposal, draft position descriptions;

40.14.4 consolidated feedback on the Draft Change Proposal;

40.14.5 the University's response to the consolidated feedback;

40.14.6 if relevant, indicative mapping of positions to the new structure and demonstrated measures to mitigate job losses; and

40.14.7 a draft implementation plan.

40.15 Where any work remaining from position(s) proposed to be disestablished cannot be accommodated within the available workload(s) of remaining ongoing and fixed term staff members, the position(s) will not be disestablished.

40.16 The University will provide the Revised Change Proposal to affected staff members (and their staff member representative(s)) for consideration and feedback for a minimum of 2 weeks.

40.17 The draft implementation plan will include, where relevant:

40.17.1 the way in which the proposed change will be implemented;

40.17.2 the anticipated timing of implementation; and

40.17.3 a mechanism for evaluating the change with affected staff members to allow affected staff members to have input into the evaluation of the proposed change.

40.18 The University will consult with affected staff members and their staff member representative(s) on the Revised Change Proposal and consider their feedback before making a final decision in relation to the proposed change and its implementation. The University encourages staff members to engage in the consultation process, and to that end, will also allow for staff members to provide their feedback anonymously.

### **Implementation**

40.19 A Final Change Plan will then be issued setting out the University's decision, implementation plan, timetables and review dates (as provided by clause 40.23)

40.20 Where changes are likely to lead to positions deemed excess to requirements the University will ensure that reasonable measures are taken including:

40.20.1 all appropriate redeployment opportunities have been considered;

40.20.2 affected staff members at the same level in similar categories of employment have been asked to consider voluntary redundancy to create redeployment opportunities;

40.20.3 all positions currently vacant or likely to become vacant in the near future (e.g. through retirement) have been considered as alternatives for redeployment.

- 40.21 Where the change involves a restructure or implementation of a new structure, positions that have not substantively changed will continue to be filled by the incumbent in accordance with their continuing or fixed term contract of employment. Where new positions have been created any continuing staff member at the same classification level or one below are displaced or likely to be displaced in the restructure may lodge an expression of interest in those positions in the first instance. Should any expression of interest be unsuccessful, the University may proceed to fill those positions in accordance with its normal recruitment procedures.
- 40.22 Only after the above factors have been considered and any relevant procedures have been followed will the University formally declare a staff member's position excess to requirements in accordance with clause 42 – Voluntary Redundancy, Redeployment and Retrenchment of this Agreement.

### **Review**

- 40.23 The University, in consultation with affected staff members, will conduct a review of the change implemented against its rationales and expected outcomes within 6 to 12 months of the Final Change Plan's release, and will share this review with staff members, their representatives and JCC.

### **Changes affecting individual staff members**

- 40.24 For each proposed change of the kind referred to in clause 40.2 affecting only one staff member, the University will consult the staff member concerned (and their staff member representative(s)) and provide them with an opportunity to provide feedback on the proposed change and implementation arrangements before any final decision is made. The processes in clauses 40.2 to 40.23 are not required to be applied. Matters affecting an individual staff member which are not resolved may be dealt with under clause 9 - Disputes Resolution Procedure.

### **Changes to roster or hours of work**

- 40.25 Where the University proposes to introduce a change to an individual staff member's regular roster or ordinary hours of work, the University will consult with the staff member concerned (and their staff member representatives) about the proposed change, in accordance with clause 40.24. The processes outlined in clauses 40.2 to 40.23 are not required to be applied.
- 40.26 The consultation process will include:
- 40.26.1 the provision of information about the proposed change to the staff member;
  - 40.26.2 opportunities for staff members and their representatives to give their feedback and views about the impact of the proposed change (including any impact in relation to the staff member's personal or caring responsibilities); and
  - 40.26.3 consideration by the University of any feedback and views about the impact of the proposed change that are given by the staff member/s concerned and/or their representatives.

## **41. CONTRACTING OUT**

- 41.1 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:
- 41.2 The University will consult with affected academic staff in accordance with clause 40 (Managing Change).
- 41.3 If the proposal has the intent of transferring a University academic staff member from the University to another employer, then the following conditions will apply:
- 41.3.1 no academic staff member will be forced to transfer to another employer;
  - 41.3.2 no academic staff member who transfers will do so on less favourable terms than this Agreement;

- 41.3.3 if the academic staff member wishes to remain with the University, then the University will attempt to redeploy the staff member in accordance with redeployment provisions in clause 42 (Redundancy, Redeployment and Severance);
- 41.3.4 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 42 (Redundancy, Redeployment and Severance);
- 41.3.5 if the provisions in sub-clauses 41.3.2 or 41.3.3 do not resolve the situation then the other general provisions of this Agreement will apply;
- 41.3.6 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 62 (Leave Without Pay).

## 42. VOLUNTARY REDUNDANCY, REDEPLOYMENT AND SEVERANCE

- 42.1 The provisions of this clause will operate consistent with the provisions of clause 40 (Managing Change).
- 42.2 The University is committed to redeployment where a position is no longer required by the University and the position is occupied by a staff member in continuing employment, the University will:
  - 42.2.1 explore reasonable redeployment opportunities to transfer the staff member substantively appointed to the position that is no longer required to another position at the same Level with similar duties prior to declaring the staff member excess to University requirements; or
  - 42.2.2 consider expressions of interest for voluntary redundancy at any time (such expressions will be confidential and the staff member will not be discriminated against because they have made such an expression); or
  - 42.2.3 make offers of voluntary redundancy as necessary.
- 42.3 The University may reject an expression of interest for voluntary redundancy from a staff member if it considers that the staff member is necessary for its ongoing operations.
- 42.4 Where the staff member is notified in writing that their position is excess to the University's requirements the University will make the staff member an offer of voluntary redundancy. The staff member will have two weeks to consider and submit in writing their election to either:
  - 42.4.1 pursue redeployment; or
  - 42.4.2 accept voluntary redundancy.

If no response is received the staff member will be deemed to have decided to pursue redeployment.

- 42.5 Redeployment
  - 42.5.1 Where the staff member elects redeployment, an active redeployment process will be undertaken by the University for 26 weeks commencing immediately after the consideration period with a view to redeploy them to a suitable position commensurate with their classification, level, skills, and experience (**redemption period**).
  - 42.5.2 The staff member will continue to receive their usual salary during the redeployment period.
  - 42.5.3 Where the staff member and the University agree to a trial placement, the redeployment period will be suspended for the duration of the trial. Only one suspension for the purposes of a trial placement will be permitted.
  - 42.5.4 Where the staff member refuses any reasonable offer of redeployment to a position at the same classification and level, with similar duties the redeployment period will end and the staff member will be made forcibly redundant. The staff member will be entitled to the

redundancy payment set out in sub-clause 42.8 (Forced redundancy following redeployment period)

- 42.5.5 During the redeployment period, the staff member may:
- 42.5.5.1 continue to work in their own work unit; and/or
  - 42.5.5.2 work temporarily in another work unit; and/or
  - 42.5.5.3 undertake training.
- 42.5.6 This process will be coordinated by People & Culture in consultation with the relevant unit manager(s).
- 42.5.7 Where the staff member elects to be redeployed to a position at a lower salary level than their current level, they will receive salary maintenance at their current salary rate for a period of two years. The staff member will then be paid at the highest step of the level to which the position they have been redeployed is classified.
- 42.5.8 The staff member will be eligible for appropriate outplacement support and a reasonable amount of time to attend job interviews or other job search activities without loss of pay.
- 42.5.9 If at the end of the redeployment period a suitable position has not been found, the staff member will be made forcibly redundant. The staff member will be entitled to the redundancy payment set out in sub-clause 42.8 (Forced redundancy following redeployment period)

#### 42.6 **Voluntary redundancy**

- 42.6.1 Where the staff member elects voluntary redundancy, they will be entitled to the following redundancy payments:
- 42.6.1.1 a lump sum payment in lieu of redeployment (26 weeks' pay);
  - 42.6.1.2 payment in lieu of notice (8 weeks' pay);
  - 42.6.1.3 severance payment (4 weeks' pay for the first year and second year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 42 weeks);
  - 42.6.1.4 payment in lieu of accrued annual leave and long service leave that would have been paid during the 26-week redeployment period had it been worked;
  - 42.6.1.5 payment in lieu of employer superannuation contributions that would have been paid during the 26-week redeployment period had it been worked;
  - 42.6.1.6 payment in lieu of annual leave and long service leave that would have accrued had the 8 weeks' notice period been worked.

#### 42.7 **Redundancy during redeployment period**

- 42.7.1 Where the staff member elects voluntary redundancy after the consideration period, they will be entitled to the following redundancy payment:
- 42.7.1.1 a lump sum payment in lieu of redeployment for the balance of the redeployment period not completed (up to 26 weeks' pay);
  - 42.7.1.2 payment in lieu of notice (8 weeks' pay);
  - 42.7.1.3 severance payment (4 weeks' pay for the first and second year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 42 weeks);
  - 42.7.1.4 payment in lieu of accrued annual leave and long service leave that would have

been paid for the balance of the 26-redeployment period, had it been worked.

#### 42.8 **Forced redundancy following redeployment period**

42.8.1 Where the staff member is made forcibly redundant, they will be entitled to the following redundancy payment:

42.8.1.1 payment in lieu of notice (8 weeks' pay);

42.8.1.2 severance payment (4 weeks' pay for the first and second year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 42 weeks).

#### 42.9 **Reemployment and reengagement with the University**

42.9.1 If the staff member accepts a voluntary redundancy, or receives a severance payment at the end of a fixed-term contract, or receives a forced redundancy payment, the staff member cannot be reemployed or reengaged in any capacity by the University within the period covered by their severance and or notice payment without first repaying the equivalent portion of the severance and notice payment. This requirement applies to employment or engagement in any capacity as staff members, contractors, consultants or principals of companies engaged in contracting to the University.

#### 42.10 **Severance Pay – Fixed Term**

42.10.1 Where the staff member is appointed on a fixed term basis and is not offered further employment at the end of their appointment, they will be entitled to a severance payment in accordance with Table 1, within sub-clause 42.10, if:

42.10.1.1 the staff member is employed on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or

42.10.1.2 the duties performed continue to be required but another person has been appointed, or is to be appointed, to do the same or substantially similar duties.

**Table 1: Severance Pay – fixed term**

| <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        |

- 42.10.2 The staff member will not be entitled to any severance payment if appointed on a fixed term basis as a:
- 42.10.2.1 temporary replacement for another staff member; or
  - 42.10.2.2 pre-retirement appointment.
- 42.10.3 The severance payment will not exceed the amount which the staff member would have earned if employment with the University had proceeded to the staff member's nominated retirement date.
- 42.10.4 Where the University provides the staff member with written notice within six weeks of their appointment end date that further employment may be offered, the University may defer any severance payment for up to four weeks from their appointment end date.
- 42.11 **Week's pay**
- 42.11.1 Week's pay means the ordinary time rate of pay for the staff member concerned.

## Part 7 – Termination and disciplinary matters

### 43. GENERAL

- 43.1 Other than as provided for in clauses 26 (Incremental Progression) and 27 (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.
- 43.2 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 14 (Notice Periods).
- 43.3 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 44 (Managing Unsatisfactory Performance) or 45 (Misconduct and Serious Misconduct).
- 43.4 Research misconduct will be managed according to the Australian Code for the Responsible Conduct of Research (2018).
- 43.5 In cases involving misconduct, including research misconduct, disciplinary action will be limited to the scope of sub-clause 43.6.2.
- 43.6 **Definitions**
- 43.6.1 "Termination of Employment" means termination of employment at the initiative of the University.
- 43.6.2 "Disciplinary Action" means action by the University to discipline a member of academic staff for unsatisfactory performance, misconduct or serious misconduct including:
- 43.6.2.1 formal censure or counselling;
  - 43.6.2.2 demotion by one or more classification levels or increments;
  - 43.6.2.3 suspension with or without pay;
  - 43.6.2.4 termination of employment.
- 43.6.3 "Serious Misconduct" means:
- 43.6.3.1 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;



- 43.6.3.2 conviction by a court of an offence that constitutes a serious impediment of the kind referred to above;
- 43.6.3.3 serious dereliction of the duties required of the academic office; or
- 43.6.3.4 repeated instances of proven misconduct.
- 43.6.4 "Misconduct" means:
  - 43.6.4.1 dereliction of the duties required of the staff member's position which does not warrant the termination of the staff member's employment;
  - 43.6.4.2 conduct that causes an impediment to the carrying out of a staff member's duties or to other staff members carrying out their duties which does not warrant the termination of the staff member's employment;
  - 43.6.4.3 a breach of the staff member's contract of employment which does not warrant the termination of the staff member's employment; or
  - 43.6.4.4 a breach of the University's policy which does not warrant the termination of the staff member's employment.

#### **44. MANAGING UNSATISFACTORY PERFORMANCE**

- 44.1 Other than as provided for under clauses 26 (Incremental Progression) and 27 (Probationary Periods), where a supervisor forms the view that an academic staff member's performance is not satisfactory, this clause will apply.
- 44.2 Where a supervisor is of the view that the performance of an academic staff member is not satisfactory, the supervisor must:
  - 44.2.1 inform the academic staff member that action is being taken in accordance with this clause;
  - 44.2.2 advise the academic staff member of the nature of the improvement required and the time within which reasonable improvement is expected; and
  - 44.2.3 make a record of the advice given and provide a copy to the academic staff member.
- 44.3 An academic staff member may choose to be accompanied by a staff representative (as defined in clause 8.4 above) to any meeting in relation to the application of this clause.
- 44.4 Where a supervisor believes that the required improvement has not occurred within the specified timeframe, 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 provide a written response (which may detail any mitigating circumstances) to the Executive Dean or equivalent within five working days of receipt of the report.
- 44.5 Following the receipt of the report, the Executive Dean or equivalent will meet with the academic staff member and give the academic staff member an opportunity to speak to their response prior to reviewing the report. The academic staff member may also request that the Executive Dean or equivalent seek input from up to three of the academic staff member's peers in the Faculty.
- 44.6 After having considered the staff member's response and relevant comments of the staff member's academic peers, the Executive Dean or equivalent may decide, within five working days, to:
  - 44.6.1 refer the matter back to the supervisor for a further review period in accordance with sub-clause 44.2; or
  - 44.6.2 refer the report to the Vice- Chancellor.
    - 44.6.2.1 The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the unsatisfactory performance.

- 44.7 The supervisor will provide the academic staff member with a copy of the report at the time it is submitted. The academic staff member will have 10 working days to submit a written response to the supervisor's report to the Vice-Chancellor.
- 44.8 The Vice-Chancellor may then decide to:
- 44.8.1 take no further action; or
  - 44.8.2 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; or
  - 44.8.3 take disciplinary action.
- 44.9 If the Vice-Chancellor approves disciplinary action, a meeting will be held between the academic staff member and People & Culture. 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 also be advised in writing of the disciplinary action, including the reason and the date of effect.
- 44.10 The staff member may request a review within five working days of receiving written notice of disciplinary action on the grounds that the process in this clause was not followed.
- 44.11 The request for review must indicate whether the staff member elects to have the review undertaken by an independent reviewer or committee of review, which will be conducted in accordance with clause 47 (Review Committee).
- 44.12 If the disciplinary action to be taken is in the form of dismissal from the University, any required notice period will be paid out in lieu of notice.

## 45. MISCONDUCT AND SERIOUS MISCONDUCT

- 45.1 A staff member may choose to be accompanied by a representative at any meeting in accordance with this clause.
- 45.2 In this clause, serious misconduct has the meaning provided in clause 43.6.3 and misconduct has the meaning provided in clause 43.6.4.
- 45.3 **Preliminary assessment**
- 45.3.1 Where the University becomes aware of possible instance(s) of misconduct or serious misconduct, a preliminary assessment may be conducted by People & Culture to determine whether:
    - 45.3.1.1 a formal investigation is required; or
    - 45.3.1.2 the matter is remedial in nature and warrants guidance and/or counselling and will be dealt with in accordance with clause 43.3; or
    - 45.3.1.3 the matter should be dismissed and no further action is required.
  - 45.3.2 If a matter is dealt with under clause 45.3.1.2, the staff member will be advised of any complaints in sufficient detail to understand the nature of them (in writing) and given an opportunity to respond. A staff member will be entitled to meet with the decision maker, who may continue to deal with the matter under clause 45.3.1.2 or clause 45.3.1.3.
  - 45.3.3 If a matter is dealt with under clause 45.3.1.3, no complaint, report, or documentation will be placed on the staff member's employment record or be raised further in respect to the application of clauses 44 (Managing Unsatisfactory Performance) or 45 (Misconduct and Serious Misconduct).
  - 45.3.4 The following information gathering may be considered as part of the preliminary assessment:

- 45.3.4.1 interviews with the staff member(s) or other parties to the allegation(s);
- 45.3.4.2 interviews and/or statements from any relevant witness(es);
- 45.3.4.3 submissions/responses provided by the staff member(s); and
- 45.3.4.4 any documents or records relevant to the possible instance(s) of misconduct or serious misconduct.

45.3.5 Where, following the preliminary assessment, the available evidentiary material consists solely or primarily of records held by the University, the University may appoint an internal investigator from a pool agreed with the NTEU to carry out the formal investigation.

#### 45.4 **Formal investigation**

45.4.1 Allegations of misconduct/serious misconduct will be notified to the staff member in writing, in sufficient detail to ensure they understand the precise nature of the allegations. The staff member will be required to provide a written response to the allegations within 10 working days.

45.4.2 If following receipt of the staff member's written response the delegate considers that there has been no misconduct or serious misconduct the delegate will immediately advise the staff member in writing.

45.4.3 If further investigation is warranted, the delegate may appoint a suitable independent external investigator to investigate the allegations and report to the relevant delegate on their findings of fact and any other matters requested by the relevant delegate.

45.4.4 The investigator may, as part of their investigation:

- 45.4.4.1 interview the staff member or other parties to the allegation(s);
- 45.4.4.2 interview and/or consider statements from any relevant witness(es);
- 45.4.4.3 consider submissions/responses provided by the staff member; and
- 45.4.4.4 consider any documents or records relevant to the allegations.

45.4.5 The investigator must provide the staff member concerned a reasonable opportunity to respond to the allegations against them, including any new matters, or variations to the initial allegations resulting from the investigation process.

45.4.6 The investigator will consider all the relevant evidence and provide a report of their findings to the Vice-Chancellor. The standard of proof required to substantiate any allegation is on the balance of probability.

#### 45.5 **Determination**

45.5.1 At any stage, where the staff member admits to the allegation(s), the Vice-Chancellor may proceed to make a determination.

45.5.2 Prior to determining whether misconduct or serious misconduct has occurred, the Vice-Chancellor may seek further information.

45.5.3 The Vice-Chancellor will consider the findings of the investigation together with the staff member's response(s), and any relevant University records pertaining to the staff member's employment and determine whether misconduct or serious misconduct has occurred.

45.5.4 After having considered all of the relevant information, the Vice-Chancellor will determine which of the following action(s) is required:

- 45.5.4.1 no further action; or
- 45.5.4.2 remedial action, which may include counselling, guidance, a direction to

undertake training and/or other appropriate action(s); or

45.5.4.3 disciplinary action, which may include censure, provision of a written warning, direction to undertake specific action(s), demotion by one or more classification levels or increments, termination of employment.

45.5.5 The Vice-Chancellor's determination will be provided to the staff member in writing. A copy of the notification and the relevant supporting documentation will be placed on the staff member's personnel file.

#### 45.6 **Disciplinary action**

45.6.1 Where the Vice-Chancellor proposes to take action in accordance with sub-clause 45.5.4.3, the staff member will be advised of the proposed action and will have 10 working days to provide a written response in relation to the proposed disciplinary action.

45.6.2 The Vice-Chancellor will consider the staff member's response (if any) before determining and implementing disciplinary action. The staff member will then be notified in writing of the final determination. A copy of the notification and the relevant supporting documentation will be placed on the staff member's personnel file.

45.6.3 If the Vice-Chancellor determines to terminate the staff member for serious misconduct notice may not be provided in accordance with clause 14 (Notice Periods).

45.6.4 If a decision is made under clause 45.5.4 to take disciplinary action, a staff member will be entitled to a review of the decision on the grounds that:

45.6.4.1 there was a lack of procedural fairness, meaning that the preliminary, formal or investigation processes were not followed, or that the determination process was not followed; and/or

45.6.4.2 the disciplinary action taken is not reasonable in the circumstances.

45.6.5 The request for review must be made within 10 working days of notice of the decision disciplinary action, and indicate whether the staff member elects to have the review undertaken by an independent reviewer or a committee of review in accordance with clause and must also include:

45.6.5.1 the grounds for requesting the review as contemplated at clause 45.6.4;

45.6.5.2 any written submissions supporting the request for the review; and

45.6.5.3 any documentary evidence that the staff member wishes to rely upon in support of the grounds of review.

45.6.6 The Vice-Chancellor having considered the Reviewer's report may confirm the original decision or may determine what if any disciplinary action should be taken.

45.6.7 The action of the Vice-Chancellor under this clause will be final, except that nothing in this Clause will 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.

#### 45.7 **Review**

45.7.1 A Reviewer referred to in this clause will mean either an external independent reviewer or a committee of review.

45.7.2 An independent (external or internal to the University) reviewer will be appointed by the Vice-Chancellor after consultation with the staff member, unless otherwise agreed.

45.7.3 A committee of review will consist of three members and will be established as follows taking into consideration principles of equity, diversity, and inclusion:

- 45.7.3.1 an academic staff member from within the University chosen by the Vice-Chancellor;
- 45.7.3.2 an academic staff member representative nominated by the NTEU;
- 45.7.3.3 a chairperson chosen by the Vice-Chancellor from the pool of chairpersons established under this clause;
- 45.7.3.4 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.
- 45.7.4 The terms of reference of review will be to report on whether the grounds for review are substantiated and, if so, whether they had materially and adversely affected the outcome.
- 45.7.5 The Review will:
  - 45.7.5.1 facilitate review proceedings in a safe and respectful environment and will ensure all parties participating in the review do so safely without risk of injury;
  - 45.7.5.2 conduct review proceedings confidentially and expeditiously as possible;
  - 45.7.5.3 provide an opportunity for the academic staff member to be interviewed;
  - 45.7.5.4 seek to interview any person reasonably required to establish facts pertaining to the review and in the presence of the of the academic staff member; and
  - 45.7.5.5 consider information relevant to its terms of reference.
- 45.7.6 The Reviewer will provide a written report to the Vice-Chancellor within 10 working days.
- 45.7.7 The Vice-Chancellor, having considered the report, may:
  - 45.7.7.1 confirm the original decision; or
  - 45.7.7.2 reconsider the decision and determine what, if any, action should be taken.
- 45.7.8 The action of the Vice-Chancellor will be final, except that nothing in this will 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.

#### 45.8 **Suspension from duty**

- 45.8.1 Where the University becomes aware of an allegation(s) of serious misconduct the Vice – Chancellor may provide a direction that the staff member is not to perform certain duties for the duration of the investigation, or as otherwise reasonably required or suspend the staff member with or without pay.
- 45.8.2 The staff member may be suspended without pay only if the Vice-Chancellor considers that there is a possibility of a serious and imminent risk to the staff member, another person and/ or to the University’s, reputation and/or property except in matters where the academic staff member is appropriately asserting their right in respect to clause 17 (Academic Freedom).
- 45.8.3 Where a suspension without pay occurs at a time when the staff member is on paid leave, the staff member may continue to receive pay for the period of the approved leave.
- 45.8.4 Where a staff member is suspended without pay the staff member:
  - 45.8.4.1 may engage in alternate paid employment; or
  - 45.8.4.2 may apply to use accrued Annual or Long Service Leave; or
  - 45.8.4.3 may make an application to the Vice-Chancellor to receive pay during the

period of suspension on the grounds of hardship.

- 45.8.5 Any lost salary and other entitlements will be reimbursed if the decision by the relevant Delegate is that the alleged misconduct is not substantiated.
- 45.8.6 Where a staff member is excluded from the University:
  - 45.8.6.1 The University will permit reasonable access to the University for the preparation of their case and to collect personal property; or
  - 45.8.6.2 if the University considers that there is a possibility of a serious and imminent risk to the staff member, another person and/or to the University's, reputation and/or property, the University will ensure that the staff member can access materials necessary to organise their response to allegations including the appeal and review process as well as alternative delivery or return of personal property.

## **46. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH**

- 46.1 The Vice-Chancellor may require, in writing, any academic staff member whose capacity to perform the duties of their 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.
- 46.2 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 Chief People & Culture Officer, to the Vice-Chancellor.
- 46.3 The Vice-Chancellor will provide an academic staff member with written notice of not less than four 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 46.1 will be suspended while the application is under active consideration and no further action will, subject to sub-clause 46.4, 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.
- 46.4 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.
- 46.5 A copy of the medical report made by the medical practitioner pursuant to sub-clause 46.1 will be made available to the Vice-Chancellor and to the academic staff member.
- 46.6 If the medical examination reveals that the academic staff member is unable to perform their 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 46.7, terminate the employment of the staff member with a period of six 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, will accept it forthwith and not proceed with action to terminate employment.

- 46.7 If within 14 days of the report being made available, the academic staff member or a person acting on their behalf so requests, the Vice-Chancellor will not terminate the employment of the academic staff member in accordance with sub-clause 46.6 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 will not include the practitioner who made the initial report.
- 46.8 In making an assessment as to whether or not an academic staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause will 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 disability pension or other similar benefit.
- 46.9 These provisions will not displace or override the workers compensation scheme, including Work Cover, or the provisions contained in any workers compensation legislation that may be enacted.
- 46.10 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 their 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 will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

## 47. REVIEW COMMITTEES

- 47.1 A staff member may seek a review in accordance with clauses 27 (Probationary Appointments); and clause 44 (Managing Unsatisfactory Performance) on the ground(s) specified in the relevant clause(s).
- 47.2 A Reviewer referred to in this clause and clauses 27 (Probationary Appointments); and 44 (Managing Unsatisfactory Performance) will mean either an external independent reviewer or a committee of review.
- 47.3 An independent external reviewer will be appointed by the Vice-Chancellor after consultation with the staff member, unless otherwise agreed.
- 47.4 A committee of review will consist of three members and will be established as follows taking into consideration principles of equity, diversity and inclusion:
- 47.4.1 an academic staff member from within the University chosen by the Vice-Chancellor;
  - 47.4.2 a staff member representative nominated by the NTEU;
  - 47.4.3 a chairperson chosen by the Vice-Chancellor from the pool of chairpersons established under this clause.
- 47.5 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.
- 47.6 The terms of reference of review will be to report on whether the ground(s) for review are substantiated and, if so, whether they materially and adversely affected the outcome.
- 47.7 The Reviewer will provide an opportunity for the academic staff member to be interviewed; interview any person reasonably required to establish facts pertaining to the review and have access to documentary evidence pertaining to the review.
- 47.8 The Reviewer will provide a written report to the Vice-Chancellor within 10 working days.
- 47.9 The Vice-Chancellor, having considered the report, may:

- 47.9.1 confirm the original decision; or
  - 47.9.2 reconsider the decision and determine what, if any, action should be taken.
- 47.10 The action of the Vice-Chancellor will be final, except that nothing in this clause will 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.

## Part 8 – Leave

### 48. PREAMBLE

- 48.1 All leave is to be requested and approved via the University approved timekeeping system prior to taking such leave (or in the case of personal or sick leave, family and domestic violence leave and/or compassionate leave, upon return to work). Where this is not possible, alternative arrangements will be specified by the University.
- 48.2 Except where otherwise specified, the leave provisions of this Agreement do not apply to casual academic staff members engaged by the University.
- 48.3 A staff member engaged on a part-time or part-year basis is entitled to a pro-rated amount of the full-time leave available under the relevant leave provisions, except for domestic violence leave, which will not be pro-rated.
- 48.4 On termination of employment, leave balances, including purchased leave, will be reconciled, and the final payment, or the recovery of any overpayment, will be calculated on the staff member's ordinary salary.

### 49. ANNUAL LEAVE

- 49.1 There will be an annual leave year commencing 1 January and concluding 31 December each year.
- 49.2 Academic staff members progressively accrue an annual leave entitlement at the rate of 20 working days per year of service (pro-rated for fractional staff or part year staff). Any public holidays or University concessional days are additional to this entitlement.
- 49.3 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 will normally exhaust their annual leave by the end of their contract, unless approved by the Executive Dean or equivalent.
- 49.4 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.
- 49.5 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 49.4 above, annual leave may be taken in any combination of whole days.
- 49.6 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.
- 49.7 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.

- 49.8 Notwithstanding the provisions in sub-clause 49.6 and 49.7, any residual accrual will not fall below 20 working days, unless the staff member so chooses and subject to normal leave approval processes.
- 49.9 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 will 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 six weeks. Should a leave application not be submitted within six weeks of being advised the staff member will be directed in writing to take annual leave on dates specified by the University.
- 49.10 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 49.7 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.

## 50. ANNUAL LEAVE LOADING

- 50.1 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. Annual leave loading is paid to compensate for the loss of opportunity to work overtime, in the form of offload work as contemplated by clause 11.5. Academic staff members will be granted an annual leave loading equivalent to 17.5% of four weeks ordinary salary as at 31 December provided that the loading payable will not in any case exceed the amount of \$1579 (based on a salary of \$113,749) which will 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.
- 50.2 Upon resignation or termination by the University, a staff member who has not been paid an annual leave loading will be paid the loading.

## 51. PURCHASED LEAVE

- 51.1 A continuing or fixed term staff member may make written application to their supervisor to enter into an agreement with the University to purchase additional leave in increments the equivalent of one (1) week to a maximum of four (4) weeks per application in a twelve (12) month period or an agreed period of less than twelve months, where 1 week is equivalent to the staff member's normal weekly hours and on a pro-rata basis for part-time staff members, in accordance with the Purchased Leave Policy.
- 51.2 To be eligible to purchase leave a staff member must have:
- 51.2.1 completed six (6) months of employment with the University, unless otherwise approved by the Chief People & Culture Officer;
  - 51.2.2 more than 18 months of employment remaining, if a fixed term appointment; and
  - 51.2.3 an existing purchased leave balance of nil.
- 51.3 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay. To calculate the purchased leave rate of pay, the staff member's ordinary salary will be reduced by the

number of weeks of purchased leave and then annualised at a pro-rata rate over the following twelve (12) month period or averaged over the agreed period.

- 51.4 Leave will be purchased through fortnightly deductions, or as otherwise agreed with the Chief People & Culture Officer.
- 51.5 When the purchased leave agreement ceases at any time during employment, or at the end of employment, a reconciliation will be conducted in accordance with clause 48.3 to ensure that leave taken aligns with the value of the deductions.
- 51.6 Approval for taking purchased leave is consistent with normal leave taking and must be at a time agreed between a staff member and their supervisor. However, a staff member cannot be directed to take purchased leave.

## **52. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS**

- 52.1 Staff members (other than casual staff members) are not normally required to work and will be allowed to observe the following days (or days proclaimed in substitution for those days) as holidays, without loss of pay:
  - 52.1.1 New Year's Day (1 January);
  - 52.1.2 26 January;
  - 52.1.3 Good Friday;
  - 52.1.4 Easter Monday;
  - 52.1.5 Anzac Day (25 April);
  - 52.1.6 Monarch's Birthday;
  - 52.1.7 Labour Day;
  - 52.1.8 Christmas Day (25 December);
  - 52.1.9 Boxing Day (26 December); and
  - 52.1.10 Any other proclaimed holidays for the State of New South Wales.
- 52.2 'Concessional days' are all other working days between Christmas Day and New Year's Day (1 January). (Concessional days are in lieu of previously existing University holidays, Bank Holiday, Picnic Days and the concessional half day before Easter).
- 52.3 If there are exceptional circumstances and the staff member is required to work on one of the days at clause 52.1:
  - 52.3.1 Work will only occur by mutual agreement with the staff member and their supervisor.
  - 52.3.2 An alternative day as paid leave in lieu of the holiday worked can be elected by the staff member in consultation with their supervisor.
- 52.4 In recognition of the devastating impact of colonisation and the University's commitment to truth-telling, healing and education, staff members may choose not to observe the public holiday on 26 January (or other day proclaimed by the Government in substitution) and substitute another working day, within the same calendar year, to be absent without loss of pay. If chosen:
  - 52.4.1 The staff member may work the 26 January public holiday as ordinary hours; and
  - 52.4.2 Nominate another working day, within that calendar year, to substitute for the 26 January public holiday, which will be approved; and
  - 52.4.3 Be absent from duties, with ordinary pay, on their chosen day.

## 53. PERSONAL LEAVE

53.1 The University provides a variety of flexible work arrangements for staff members to attend to their personal needs. Staff members should seek to utilise these flexible work arrangements to attend to their personal needs wherever possible.

### 53.2 Definitions

53.2.1 Staff members may apply for paid leave as identified in this clause for the purpose of:

53.2.1.1 **Sick leave** for personal injury or illness;

53.2.1.2 **Carer's leave** to provide care or support for an individual as defined in 53.8.8 below;

53.2.1.3 **Cultural leave** for the purposes of attending religious or ceremonial obligations, subject to the provision of reasonable evidence as to the nature of the cultural obligation the staff member is required to attend;

53.2.1.4 **Other contingencies** to manage matters arising from climate change and/or other natural disasters such as but not limited to bushfires, floods or pandemics, where the staff member's residence or members of their household are at significant risk; or to access fertility treatment;

53.2.1.5 **Menstrual and menopause leave** as defined in 53.9; or

53.2.1.6 On **other appropriate grounds**, including gender affirming care, or as determined by the Chief People & Culture Officer.

53.3 For the avoidance of doubt, 53.2.1.3 cultural leave, is a separate entitlement to clause 38 Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander staff members. Aboriginal and Torres Strait Islander staff members will be able to access both entitlements.

53.4 Personal leave may be taken for part day of a single day.

### 53.5 Entitlement

53.5.1 A fixed-term or continuing staff member will be granted (on a pro-rata basis for part-time staff members):

53.5.1.1 30 days paid personal leave on commencement of employment; and

53.5.1.2 25 days paid personal leave on each anniversary of employment.

53.5.2 The entitlements in 53.5 are inclusive of the entitlement to 10 days of personal leave per year under the National Employment Standards under the *Fair Work Act 2009* (Cth).

53.5.3 If a staff member has exhausted their personal leave and other paid leave entitlements, the Vice- Chancellor, or their Delegate, may upon application approve additional personal leave.

### 53.6 Accrual

53.6.1 Any untaken personal leave granted in 53.5 above, up to a maximum of 15 days each year, will accrue from year to year.

### 53.7 Notification

53.7.1 Where practicable, the staff member will notify their supervisor prior to their absence of the:

53.7.1.1 intention to take leave;

53.7.1.2 purpose and reasons for taking such leave; and

53.7.1.3 estimated length of absence.

53.7.2 Where it is not practicable for the staff member to give prior notice of absence, the staff member must notify their supervisor at the first practicable opportunity, normally on the day the absence begins.

## 53.8 Evidence

53.8.1 Relevant documentation must be provided and uploaded to the University approved timekeeping system for any personal leave absence of more than 3 consecutive working days, except menstrual and menopause leave as identified in 53.2.1.5.

53.8.2 In cases where a staff member has a pattern or frequency of absence, a Band 3 delegate may require a staff member to provide evidence of the required personal leave in the form of:

53.8.2.1 a medical certificate or statutory declaration to establish the illness of the person concerned and that the illness is such as to require care by another; or

53.8.2.2 advice or documentation from a relevant civil authority; or

53.8.2.3 evidence as otherwise required by the University.

53.8.3 Where a staff member has a personal leave pattern of frequency or duration that is of concern it will be referred to the Chief People & Culture Officer for consideration. Following consideration, the Chief People & Culture Officer may:

53.8.3.1 require the staff member to produce a certificate from a medical practitioner for any future personal leave absence stating, where appropriate and subject to privacy considerations, the nature of the illness or incapacity preventing the staff member from attending for duty on each and every day for which the staff member requests personal leave; and/or

53.8.3.2 require an independent medical examination for assessment of the staff member's fitness for work.

53.8.4 Where a staff member is required to produce a medical certificate under sub-clause 53.8.3.1 the requirement will be reviewed after six months.

53.8.5 Where a staff member receives a workers' compensation weekly benefit and the benefit is less than their ordinary weekly time earnings, the staff member may make an application to utilise their accumulated paid personal leave to top up their weekly compensation benefit to the rate of their ordinary weekly time earnings. A failure to comply with the University's injury management program by the staff member may result in the withdrawal of the use of personal leave entitlements for this purpose.

53.8.6 Unless there are demonstrable mitigating circumstances why the staff member did not comply with the requirements of this sub-clause, paid personal leave will not be granted.

53.8.7 Requests for personal leave that are not approved due to non-compliance with the clause, will not affect the staff member utilising other forms of leave as appropriate, including leave without pay. Approval of paid personal leave will not affect a staff member from applying for other forms of leave in conjunction with personal leave.

53.8.8 Paid personal leave requested for the purpose of carer's leave, will only be approved in relation to the staff member's:

53.8.8.1 immediate family members, defined as including biological, adoptive, fostering and step relationships including parent, grandparent, sibling, child, grandchild, partner (married, de-facto, same sex, opposite sex, current or former) and their parent, grandparent, sibling, child, grandchild;

53.8.8.2 household members;

53.8.8.3 Aboriginal Kinship; defined as a blood relationship, family ties, or common ancestry.

### 53.9 Menstrual and menopause leave

53.9.1 Staff members are entitled to an additional 7 days leave per calendar year (pro-rata, non-cumulative), in addition to their personal leave entitlement as outlined in 53.5, to manage symptoms associated with menstruation and menopause, without the requirement to provide a medical certificate for absences under this sub-clause up to a maximum of 10 days per calendar year.

## 54. COMPASSIONATE LEAVE

- 54.1 A staff member is entitled to compassionate leave if a member of their immediate family or household:
- 54.1.1 dies, or contracts or develops a life-threatening illness or injury;
  - 54.1.2 a baby in their immediate family or household is stillborn; or
  - 54.1.3 the staff member, or their spouse or de facto partner, has a miscarriage.
- 54.2 A staff member's immediate family is defined in 53.8.8.1 above.
- 54.3 Up to three days paid leave will be provided to all staff members (other than casuals, for whom the leave will be unpaid) on each occasion that leave is required.
- 54.4 A staff member should notify their supervisor as soon as they can when compassionate leave is required and notify them of how much leave they are taking or expect to take.
- 54.5 A staff member may be required to provide evidence of the required compassionate leave (for example a death or medical certificate or statutory declaration).
- 54.6 Compassionate leave does not accumulate and is not part of the staff member's personal leave, including sick leave, entitlement.
- 54.7 If the staff member is already on another type of leave, such as annual leave, and needs to take compassionate leave, they can use compassionate leave instead.

## 55. GENDER AFFIRMATION LEAVE

- 55.1 A staff member who is undergoing gender affirming care and/or processes is entitled to the following paid leave entitlements:
- 55.1.1 60 days paid gender affirmation leave is available after 12 months of continuous employment for any purpose related to gender affirmation. To access this 60 day paid leave entitlement, the staff member will be required to provide such evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by this clause. Such evidence may be a medical certificate from a treating practitioner or a letter from a legal practitioner.
  - 55.1.2 30 days paid gender affirmation leave is available after 12 months of continuous employment for the purpose of undergoing a surgical procedure relating to gender affirmation. To access this 30 day paid leave entitlement the staff member will be required to provide evidence that would satisfy a reasonable person that a surgical procedure is being undertaken as part of gender affirming care. This evidence does not need to identify the actual nature of the surgery itself.
  - 55.1.3 The days of paid leave entitlement outlined in clauses 55.1.1 and 55.1.2 can be accessed in any order.
- 55.2 Subject to the evidentiary requirements of accessing gender affirmation leave in this clause, the University recognises that there is no requirement for a staff member to inform management or anyone

else in the workplace of their intention to affirm their gender.

- 55.3 For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the staff member, including Personal Leave.
- 55.4 Gender Affirmation Leave does not accrue, and unused leave is not paid out on termination. The leave described above is available to the staff member to utilise as needed while they remain a staff member of the University.
- 55.5 A staff member is entitled to take up to 12 months of unpaid leave after 12 months service with the University. The staff member should give at least 8 weeks' notice to the University of their intention to take extended unpaid leave and make this application consistent with the requirements in clause 62.
- 55.6 If the staff member has less than 12 months of service with the University, they may still make an application for unpaid leave where required.
- 55.7 The leave will only be available to continuing or fixed term staff members of the University.

## 56. LONG SERVICE LEAVE

- 56.1 Academic staff members, other than academic casual staff members, will be eligible for long service leave (LSL) based on service with the University (whether continuous or broken) as follows:
  - 56.1.1 After 10 years' service to 65 working days on full pay or 130 working days leave on half pay.
  - 56.1.2 For service between 10 years and 15 years leave will accrue proportionately on the basis of 6.5 working days per year.
  - 56.1.3 For service in excess of 15 years with additional leave pro-rata at a rate of 11 working days per year of service.
  - 56.1.4 Where an academic staff member has completed at least five years of continuous service, but less than 10 years of 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 will be entitled to a proportionate amount of long service leave on the basis of 65 working days for 15 years' service.
- 56.2 Casual staff members are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) in respect of service performed on or after 1 January 2010.
- 56.3 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 will have their accrual calculated at the equivalent rate for each different period of full time and fractional employment.
- 56.4 Public holidays and University concessional days do not count as days worked during periods of LSL.
- 56.5 An academic staff member who has qualified for LSL will be entitled to take LSL at a time of their choosing, provided that:
  - 56.5.1 at least six months written notice of such leave is given or, in the absence of such notice, the Vice-Chancellor consents; and,
  - 56.5.2 the minimum period of LSL that can normally be taken at any one time is one (1) working day. Should a public holiday fall during a period of long service leave, the public holiday will count towards the minimum period;
- 56.6 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:

- 56.6.1 such leave will 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;
  - 56.6.2 if an agreement is not reached, the Vice-Chancellor will give the academic staff member written notice of at least 12 months of the date on which leave must commence;
  - 56.6.3 the academic staff member will 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;
  - 56.6.4 the minimum period of leave the University can require an academic staff member to take will be 30 working days;
  - 56.6.5 in any case where an academic staff member has taken leave pursuant to this sub-clause the Vice-Chancellor will not require the staff member to take a further period of LSL for a period of two years after the end of that period of leave.
- 56.7 If an academic staff member has an entitlement to LSL under sub-clauses 56.1.1 to 56.1.3, but prior to entering upon such leave has their employment terminated by dismissal or by notice duly given by either party, they will 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.
- 56.8 The monetary value of all LSL for which the staff member was eligible at the time of death will be paid to their 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.
- 56.9 For the purpose of calculating service in respect of sub-clause 56.1:
- 56.9.1 any periods of leave without pay, except parental leave, will not count as service when determining whether an academic staff member has completed 10 years' service;
  - 56.9.2 any periods of leave without pay, except parental leave, prior to completing 10 years' service will not count as service for the purposes of LSL;
  - 56.9.3 any period of leave without pay not exceeding 6 months will 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 six months, the whole period of leave without pay will not count as service.
- 56.10 Eligibility for LSL will be determined taking into account prior continuous paid service with any other Australian University provided that:
- 56.10.1 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 will be included as qualifying service for determining when they are eligible to take LSL;
  - 56.10.2 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 will not be taken into account in determining length of service for LSL;
  - 56.10.3 the academic staff member will be required to serve at least three 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;

- 56.10.4 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.
- 56.11 A staff member who has a long service leave entitlement under this clause may once per calendar year make written application to the Chief People & Culture Officer to cash out part of their long service leave balance subject to maintaining a minimum balance of 45 working days. A minimum of 10 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.
- 56.12 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 56.5.1.

## **57. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 57.1 This clause applies to all continuing, fixed term and casual staff members.
- 57.2 It is recognised that staff members may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing workplace support to staff who are impacted by family and domestic violence.
- 57.3 Family and domestic violence means any violence between family and/or household members including current or former members whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse and/or threatening, coercive or dominating behaviours.
- 57.4 Where a staff member is impacted by family and domestic violence that affects their attendance or capacity to perform their work they will be entitled to take up to 20 days per year of paid family and domestic violence leave for the purpose of:
  - 57.4.1 attending legal proceedings, counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; or
  - 57.4.2 other activities associated with family and domestic violence.
- 57.5 The 20 days of paid leave will be calculated as instances of leave and won't be pro-rated for part-time or casual staff members.
- 57.6 Staff members will be entitled to the full 20 days upfront, which renew on the staff member's work anniversary. The unused leave does not accumulate from year to year.
- 57.7 A staff member who is unable to attend work will, as soon as practicable notify their Supervisor, or People & Culture of their intended absence and its estimated duration.
- 57.8 Where a staff member has exhausted their annual entitlement to family and domestic violence leave provided for in sub-clause 57.4, the University may, upon request grant additional paid family and domestic violence leave.
- 57.9 The University may, upon request from a staff member facilitate flexible working arrangements including changes to working times and changes to work location, system identification and contact information.
- 57.10 The University may require the staff member to provide supporting documentation of domestic and family violence. Supporting documentation may take the form of a document issued by a police service, a court, a medical practitioner, community or government agency, a lawyer, or other evidence acceptable to the University.
- 57.11 For a part-time or full-time staff member, leave taken under this clause will be paid at the employee's full rate of pay, worked out as if the employee had not taken the period of leave.
- 57.12 For a casual staff member, where:



- 57.12.1 the roster of the staff member is clearly defined for the duration of the period in which the staff member takes leave, pay for leave taken under this clause will be calculated using the full rate of pay for their rostered/scheduled hours of work in the period of leave;
  - 57.12.2 the pattern of employment is variable for all or part of the period in which the staff member takes leave, the daily rate for leave taken under this clause will be calculated on the average daily hours worked by the staff member in the previous six weeks, or where the staff member has been employed for less than six weeks, for the duration of their casual employment.
- 57.13 To avoid doubt, these provisions do not operate to reduce or affect any other paid or unpaid leave entitlement of the staff member under the Agreement and counts as service for the purposes of entitlements under this Agreement and the NES.

## 58. PARENTAL LEAVE

- 58.1 All staff members, including casuals, who have completed at least 40 weeks of continuous paid service are entitled to up to 12 months of unpaid parental leave if the leave is associated with:
- 58.1.1 the birth of a child of the staff member or the staff member's spouse or de facto partner; or
  - 58.1.2 the placement of a child with the staff member by adoption;
- and the staff member has or will have primary responsibility for the care of the child.
- 58.2 All continuing and fixed term staff members who have not completed 40 weeks of continuous paid service may make an application for leave without pay which will be considered on a case-by-case basis.
- 58.3 For purposes of this clause date of birth also means the date of placement of an adopted child(ren) in the care of the staff member.
- 58.4 Staff members will submit an application for parental leave no less than 8 weeks prior to the expected date of birth, or the requested parental leave commencement date, whichever date is earlier or if that is not practicable, as soon as practicable.
- 58.5 The application will specify the start and end dates of the parental leave and the expected date of birth and will be accompanied by the relevant documents including:
- 58.5.1 a medical certificate nominating the expected date of birth; and/or
  - 58.5.2 evidence of the expected date of placement; and/or
  - 58.5.3 a statutory declaration declaring a parental relationship to the child (if the staff member is not the birth parent) and responsibility of care for the child.
- 58.6 The University will confirm parental leave arrangements in writing prior to the commencement of leave.
- 58.7 A period of parental leave may include the following components of paid leave within 12 months from the date of the birth of the child(ren):
- 58.7.1 Primary carer leave;
  - 58.7.2 Adoption leave;
  - 58.7.3 Primary carer return to work grant.
- 58.8 Staff members may apply to take accrued annual and/or long service leave that would otherwise be available, which must be taken within the 12-month period of parental leave.
- 58.9 All leave entitlements will accrue during paid components of parental leave. Where paid components of parental leave are taken at half pay, leave entitlements will accrue on a proportionate basis.

- 58.10 Unpaid parental leave will count as service for the purpose of long service leave, but will not count towards the calculation of any leave accruals or entitlements.
- 58.11 Periods of paid parental leave will count as service for the purpose of incremental progression.
- 58.12 Where a public holiday or concessional day falls during a period of parental leave, the period of leave will not be extended to compensate for such days.
- 58.13 A staff member may take up to 2 days paid leave to attend compulsory interviews as part of an adoption, surrogacy, or foster care arrangement.
- 58.14 **Primary Carer Leave**
- 58.14.1 Staff members who satisfy the general requirements of parental leave and will be the primary carer of a child(ren) will be entitled to up to 14 weeks of paid primary carer leave at ordinary pay or 28 weeks of paid primary carer leave at half-pay.
- 58.14.2 Staff members entitled to primary carer leave will also be entitled to up to 12 weeks return to work grant which may be taken as paid leave at ordinary pay or as a salary supplement as set out in clause 58.12.
- 58.14.3 Carers other than the birth parent taking primary carer leave must provide statutory declarations confirming the period they will be the primary carer of the child(ren) for the period of paid primary carer leave.
- 58.14.4 Primary carer leave must be taken in a single continuous period.
- 58.14.5 Staff members taking primary carer leave will not be eligible for Partner Leave in respect of the same child(ren).
- 58.14.6 If the primary carer leave is for a staff member who is pregnant with, or gives birth to the child(ren), the period of paid primary carer leave may commence up to eight weeks before the expected date of birth of the child(ren); or earlier, subject to medical certification, but must not commence later than the date of birth of the child.
- 58.14.7 A medical certificate indicating fitness for duty may be required if the staff member:
- 58.14.7.1 continues to work during the last four weeks before the expected date of birth of the child(ren); and/or
- 58.14.7.2 wishes to recommence work earlier than six weeks after the date of birth of the child(ren).
- 58.15 **Shared Primary Carer Leave**
- 58.15.1 Where two staff members work at the University who satisfy the general requirements of parental leave and will have the primary carer responsibility for a child(ren) they may share the period of paid primary carer leave between them.
- 58.15.2 If primary carer leave is to be shared between two eligible University staff members, each staff member must take the leave in a single continuous period and the leave must start no later than the date of birth of the child.
- 58.15.3 A birth parent may commence primary carer leave:
- 58.15.3.1 up to eight weeks before the expected date of birth of the child; or
- 58.15.3.2 earlier, subject to the approval of the delegated officer,  
but must not commence leave later than the date of birth of the child.
- 58.15.4 The second staff member to commence the period of primary carer leave must do so immediately after the end of the first staff member's period of leave.

## 58.16 Primary Carer Leave - Adoption

- 58.16.1 Adoption leave (including for the purposes of a surrogacy arrangement) eligibility, entitlements and conditions are the same as primary carer leave entitlements set out in sub-clause 58.14 (Primary Carer Leave). For the purposes of adoption leave, any reference to the birth of a child(ren) will mean the placement of a child(ren) in an adoption arrangement.
- 58.16.2 A staff member will be entitled to adoption leave for a child(ren) from the date the child(ren) is placed with the staff member for adoption so long as the child(ren):
- 58.16.2.1 has not, or will not have, lived continuously with the staff member for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
  - 58.16.2.2 is not (otherwise than because of the adoption) a child of the staff member or the staff member's.
- 58.16.3 The leave period must start on the date of placement of the child.

## 58.17 Surrogacy leave

- 58.17.1 A staff member who is a surrogate is entitled to up to 12 weeks paid surrogacy leave. Paid surrogacy leave may commence up to 6 weeks prior to the expected date of birth of the child. The surrogate is expected to give 4 weeks' notice of the start of paid surrogate leave, supported by a medical certificate.

## 58.18 Miscarriage, stillbirth or death of child

- 58.18.1 If a pregnancy terminates by miscarriage prior to 20 weeks' gestation, a staff member is entitled to five days of paid leave to cover any absence from work.
- 58.18.2 If a pregnancy terminates after 20 weeks' gestation (stillbirth), a staff member is entitled to 10 weeks of paid leave. They will also be entitled to 42 weeks of unpaid leave (52 weeks total of combined paid and unpaid leave) or they can access other leave types as described in 58.18.5 below. A partner will be entitled to 10 days of paid leave.
- 58.18.3 If the child dies during the period of primary carer leave, the primary carer leave ceases and the staff member will start on special parental leave for up to a maximum of 10 weeks. A partner will be entitled to 10 days of paid leave.
- 58.18.4 Staff members will notify the University as soon as practicable of the child's death and the date they intend to return to work.
- 58.18.5 Staff members who wish to take additional leave following the primary carer leave may apply to utilise other forms of leave such as annual leave or long service leave or leave without pay.
- 58.18.6 Documentation will be required to support any period of leave taken under any subclauses in 58.18 above.

## 58.19 Returning to a temporary Part-time Position at the Completion of Parental Leave

- 58.19.1 Staff members may return to work on a temporary part-time basis for a period of up to 2 years from the confirmed date of birth or placement of the child. There may also be a combination of full-time and part-time work for the period.
- 58.19.2 Requests for temporary part-time arrangements under this clause must be submitted in writing setting out the details of the part-time arrangement sought at least 8 weeks prior to the intended return to work date. The University will genuinely consider a request including any associated impacts on the work unit. The University will provide a written response as to whether the request is approved, or not approved within 21 days. Any request that is not approved will be based on reasonable business grounds and the reasons provided to the staff

member.

- 58.19.3 Where a request for a part-time arrangement is refused the University will attempt to identify a suitable vacant or alternate position at the same or lower level to which the staff member may be placed on a part-time basis. If accepted by the staff member, they will be placed in the vacant or alternate position and be paid the appropriate fraction of the salary applicable to their former substantive position for the period of temporary part-time work arrangement, no longer than a period of 2 years from the confirmed date of birth or placement of the child.
- 58.19.4 Any temporary part-time work arrangement will cease if the staff member proceeds on any new period of parental leave. Payment for further parental leave will be at the staff member's substantive rate of pay at the time the staff member commences any new period of parental leave.
- 58.19.5 At the conclusion of any temporary part-time arrangements under this sub-clause, the staff member will return to their substantive position. If the position occupied by the staff member prior to commencing parental leave no longer exists, the provisions of sub-clause 58.20 (Resumption of duty clause) will apply.

#### **58.20 Resumption of Duty at the Completion of Parental Leave**

- 58.20.1 The staff member is entitled to return to the substantive position and work pattern they held prior to commencing parental leave. If the position no longer exists or the position fraction has changed, the University must attempt to provide the staff member with an equivalently classified position subject to clause 40 (Managing Change) provisions of this Agreement.
- 58.20.2 At the end of the parental leave period or temporary part-time arrangement in accordance with sub-clause 58.19, the staff member must return to the position and work pattern they held prior to commencing parental leave unless:
- 58.20.2.1 they have given appropriate notice of their resignation which will take effect on or before the approved return to work date; or
- 58.20.2.2 the delegated officer has approved alternate arrangements.

#### **58.21 Primary Carer Return to Work Grant**

- 58.21.1 Staff members entitled to primary carer leave will also be entitled to primary carer return to work grant to the equivalent value of 12 weeks ordinary salary.
- 58.21.2 The primary carer return to work grant may be taken:
- 58.21.2.1 as paid return to work leave to supplement a staff member's salary to the substantive fraction of employment they held immediately prior to the commencement of Parental Leave. A staff member must return to work at no less than 40% FTE to be eligible for the supplement; or
- 58.21.2.2 as an additional continuous period of paid primary carer leave of 12 weeks at ordinary pay or 24 weeks half-pay; or
- 58.21.2.3 as a lump sum payment into a research account to fund research for the purpose of re-establishing academic work subject to the proposed use of funding being approved by the Executive Dean or equivalent; or
- 58.21.2.4 a combination thereof, so long as the period of primary carer leave is continuous.
- 58.21.3 The primary carer return to work grant must be utilised within two years from the date of birth or date of placement of the child(ren).

## 58.22 **Partner Leave**

- 58.22.1 Following the birth or placement of a child(ren) a staff member, who is a partner and not the primary care giver, will be entitled to access up to 10 days paid partner leave to provide support to the primary care giver.
- 58.22.2 Partner leave may start at any time within 12 months of the date of birth or date of placement of the child(ren).

## 58.23 **Foster Parent Leave**

- 58.23.1 A staff member, who is acting as the primary carer of a foster child who is placed in their care for an anticipated period in excess of six months, will be entitled to access up to five days of foster parent leave from the time the child enters their care.
- 58.23.2 Satisfactory evidence which confirms the foster arrangement and the intended period of placement must be provided.

## 58.24 **Lactation Breaks and Support**

- 58.24.1 A staff member (including a casual staff member) who is breastfeeding, will be entitled to paid lactation breaks as required by the staff member.
- 58.24.2 The University will provide and ensure access to a safe, clean, private space with a refrigerator and sink for staff members on paid lactation breaks.

## **59. STUDY LEAVE AND CONFERENCE LEAVE**

- 59.1 Academic staff will be eligible to apply for study and conference leave in accordance with the relevant University policies.

## **60. JURY SERVICE**

- 60.1 An academic staff member required to attend for jury service will be reimbursed by the University for an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of salary they would have received in respect of the ordinary time they would have worked had they not been on jury service.

## **61. STAFF MEMBERS CALLED AS WITNESSES**

- 61.1 Except as provided for below, a staff member subpoenaed, summonsed or called as a witness must notify the University of the required absence which will be without pay or as a debit to annual leave at the option of the staff member. A staff member required as a witness on behalf of the University or as a witness in proceedings relating to this Agreement, will be regarded as being on duty and will not receive witness fees for the period for which the staff member is so required as a witness.

## **62. LEAVE WITHOUT PAY**

- 62.1 Academic staff member 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.
- 62.2 Leave without pay on a full time or a part time basis will normally only be granted for up to three years but may occasionally be approved for up to five years.
- 62.3 In considering applications for leave without pay, the following aspects are relevant:
  - 62.3.1 purpose of leave;
  - 62.3.2 length of absence;
  - 62.3.3 replacement possibilities and arrangements;

- 62.3.4 during leave without pay, the academic staff member will be required to reduce superannuation accordingly or accept both employer and staff member costs of maintaining superannuation at a full-time level. Advice on superannuation aspects should be sought from People & Culture.
- 62.4 During periods of part time leave without pay, all relevant entitlements will be on a pro-rata basis.
- 62.5 Generally, academic staff on part time leave without pay will perform the full range of duties but a special job description may be created.
- 62.6 The provisions of this clause may be used to facilitate and prescribe secondments to other organisations.

### **63. MILITARY LEAVE FOR DEFENCE FORCES**

- 63.1 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.
- 63.2 In special circumstances, the Executive Dean or equivalent may approve additional leave in excess of that provided for in sub-clause 63.1 above on a leave without pay basis or other form of leave at the request of the staff member.

### **64. COMMUNITY SERVICE LEAVE**

- 64.1 A staff member who engages in a voluntary eligible emergency management activity as prescribed in the *Fair Work Act 2009* (Cth) is required to give notice and advise the expected period of any absence as soon as reasonably possible.
- 64.2 A staff member may access up to three days paid leave per calendar year to attend voluntary emergency activities and related training with the approval of their supervisor. Additional paid leave may be granted in exceptional circumstances on application to the Chief People & Culture Officer.
- 64.3 Emergency services leave will only be granted where the staff member provides documentary evidence of their training requirements, attendance during emergency situations and membership of the relevant emergency services association. Unless sufficient evidence to support the absence is provided, the staff member's absence will not be covered under this provision.

## 65. 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)

| Effective Date       |      | 8-Jul-22 | Agreement Bonus | 10-Nov-23 | 24-Nov-23 | 21-Jun-24 | 22-Nov-24 | 20-Jun-25 | 21-Nov-25 | 19-Jun-26 |
|----------------------|------|----------|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| EA Increase          |      |          | Pro-Rata Bonus  | 2.00%     | 3.00%     | 1.75%     | 2.50%     | 1.75%     | 2.50%     | 2.00%     |
| Grade Classification | Step |          |                 |           |           |           |           |           |           |           |
| Level AA #           |      | 76,755   | 600             | 78,290    | 80,639    | 82,050    | 84,101    | 85,573    | 87,712    | 89,466    |
| Level A              | 01   | 84,935   | 700             | 86,634    | 89,233    | 90,795    | 93,065    | 94,694    | 97,061    | 99,002    |
|                      | 02   | 88,260   | 700             | 90,025    | 92,726    | 94,349    | 96,708    | 98,400    | 100,860   | 102,877   |
|                      | 03*# | 91,581   | 800             | 93,413    | 96,215    | 97,899    | 100,346   | 102,102   | 104,655   | 106,748   |
|                      | 04   | 94,905   | 800             | 96,803    | 99,707    | 101,452   | 103,988   | 105,808   | 108,453   | 110,622   |
|                      | 05   | 99,509   | 800             | 101,499   | 104,544   | 106,374   | 109,033   | 110,941   | 113,715   | 115,989   |
| Level B              | 01#  | 107,177  | 900             | 109,321   | 112,601   | 114,572   | 117,436   | 119,491   | 122,478   | 124,928   |
|                      | 02   | 111,009  | 900             | 113,229   | 116,626   | 118,667   | 121,634   | 123,763   | 126,857   | 129,394   |
|                      | 03   | 114,847  | 900             | 117,144   | 120,658   | 122,770   | 125,839   | 128,041   | 131,242   | 133,867   |
|                      | 04   | 118,678  | 1,000           | 121,052   | 124,684   | 126,866   | 130,038   | 132,314   | 135,622   | 138,334   |
|                      | 05   | 123,775  | 1,000           | 126,251   | 130,039   | 132,315   | 135,623   | 137,996   | 141,446   | 144,275   |
| Level C              | 01   | 130,185  | 1,100           | 132,789   | 136,773   | 139,167   | 142,646   | 145,142   | 148,771   | 151,746   |
|                      | 02   | 134,020  | 1,100           | 136,700   | 140,801   | 143,265   | 146,847   | 149,417   | 153,152   | 156,215   |
|                      | 03   | 137,854  | 1,100           | 140,611   | 144,829   | 147,364   | 151,048   | 153,691   | 157,533   | 160,684   |
|                      | 04   | 141,686  | 1,100           | 144,520   | 148,856   | 151,461   | 155,248   | 157,965   | 161,914   | 165,152   |
|                      | 05   | 146,825  | 1,200           | 149,762   | 154,255   | 156,954   | 160,878   | 163,693   | 167,785   | 171,141   |
| Level D              | 01   | 157,023  | 1,300           | 160,163   | 164,968   | 167,855   | 172,051   | 175,062   | 179,439   | 183,028   |
|                      | 02   | 162,136  | 1,300           | 165,379   | 170,340   | 173,321   | 177,654   | 180,763   | 185,282   | 188,988   |
|                      | 03   | 168,515  | 1,300           | 171,885   | 177,042   | 180,140   | 184,644   | 187,875   | 192,572   | 196,423   |
| Level E              | 01   | 195,371  | 1,600           | 199,278   | 205,256   | 208,848   | 214,069   | 217,815   | 223,260   | 227,725   |

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

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

## 66. SCHEDULE 2 – RATES OF PAY FOR CASUAL ACADEMIC STAFF

It is necessary to ensure academic casual staff members understand the nature of their duties and the rate of pay applicable for the teaching and marking of the subject.

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

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

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

66.3 The relevant full-time salary referred to in 66.2 above are based on the relevant salary point as set out in Schedule 1, as follows:

66.3.1 for the work described in \* Level AA,

66.3.2 for the work described in ^ Level A, Step 3

66.3.3 for the work described in ~ Level B, Step 1

### 66.4 SUB-SCHEDULE 2.1

| Effective Date      |         | 8-Jul-22   | 23-Jun-23 | 24-Nov-23 | 1-Jun-24 | 22-Nov-24 | 1-Jun-25 | 21-Nov-25 | 1-Jun-26 |
|---------------------|---------|--|-----------|-----------|----------|-----------|----------|-----------|----------|
| EA Increase         |         |  | 2.00%     | 3.00%     | 1.75%    | 2.50%     | 1.75%    | 2.50%     | 2.00%    |
| Activity            | Paycode |  |           |           |          |           |          |           |          |
| Tutorial            |         | <i>Standard rate paid assuming one hour of each of preparation, class contact and administration/student consultation/contemporaneous marking.</i>   |           |           |          |           |          |           |          |
|                     | T3*     | 147.60   | 150.55    | 155.07    | 157.78   | 161.72    | 164.55   | 168.66    | 172.03   |
|                     | T1^     | 176.12   | 179.64    | 185.03    | 188.27   | 192.98    | 196.36   | 201.27    | 205.30   |
| Repeat Tutorial     |         | <i>This rate is paid for a repeat tutorial. A repeat tutorial is defined as a tutorial repeated within seven (7) days of the first presentation of the same topic and assumes one (1) hour of associated working time for administration/student consultation/contemporaneous marking.</i> |           |           |          |           |          |           |          |
|                     | T4*     | 98.40  | 100.37    | 103.38    | 105.19   | 107.82    | 109.71   | 112.45    | 114.70   |
|                     | T2^     | 117.41   | 119.76    | 123.35    | 125.51   | 128.65    | 130.90   | 134.17    | 136.85   |
| Marking             |         | <i>The standard rate for each hour of non-contemporaneous marking.</i>   |           |           |          |           |          |           |          |
|                     | M3*     | 49.20  | 50.19     | 51.70     | 52.60    | 53.92     | 54.86    | 56.23     | 57.35    |
|                     | M2^     | 58.71  | 59.88     | 61.68     | 62.76    | 64.33     | 65.46    | 67.10     | 68.44    |
| Significant Marking |         | <i>Paid for marking requiring a significant exercise of academic judgement, usually as a supervising examiner.</i>   |           |           |          |           |          |           |          |
|                     | M1~     | 68.70  | 70.07     | 72.17     | 73.43    | 75.27     | 76.59    | 78.50     | 80.07    |
| Demonstration       |         | <i>The standard rate for a one (1) hour demonstration.</i>   |           |           |          |           |          |           |          |
|                     | D2*     | 49.20  | 50.19     | 51.70     | 52.60    | 53.92     | 54.86    | 56.23     | 57.35    |
|                     | D1^     | 58.71  | 59.88     | 61.68     | 62.76    | 64.33     | 65.46    | 67.10     | 68.44    |
| Ancillary Duties    |         | <i>The standard rate for one (1) hour of other duties.</i>   |           |           |          |           |          |           |          |
|                     | A2*     | 49.20  | 50.19     | 51.70     | 52.60    | 53.92     | 54.86    | 56.23     | 57.35    |
|                     | A1^     | 58.71  | 59.88     | 61.68     | 62.76    | 64.33     | 65.46    | 67.10     | 68.44    |
| Standard Lecture    |         | <i>This is the standard rate for a lecture and assumes one (1) hour of delivery and two (2) hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.</i>   |           |           |          |           |          |           |          |
|                     | L3~     | 206.11   | 210.23    | 216.54    | 220.33   | 225.84    | 229.79   | 235.53    | 240.24   |



|                       |     |  |        |        |        |        |        |        |        |
|-----------------------|-----|--|--------|--------|--------|--------|--------|--------|--------|
| Repeat Lecture        |     | <i>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 one (1) hour of delivery and one (1) hour of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.</i>  |        |        |        |        |        |        |        |
|                       | L4~ | 137.41   | 140.16 | 144.36 | 146.89 | 150.56 | 153.19 | 157.02 | 160.16 |
| Special Lecture       |     | <i>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 one (1) hour of delivery, and three (3) hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.</i> |        |        |        |        |        |        |        |
|                       | L2~ | 274.81   | 280.31 | 288.72 | 293.77 | 301.11 | 306.38 | 314.04 | 320.32 |
| Distinguished Lecture |     | <i>Paid to a distinguished person who gives a single lecture or a small group of lectures and assumes one (1) hour of delivery and four (4) hours of associated working time which includes any preparation, administration, student consultation and contemporaneous marking.</i>   |        |        |        |        |        |        |        |
|                       | L1~ | 343.52   | 350.39 | 360.90 | 367.22 | 376.40 | 382.99 | 392.56 | 400.41 |

\*Paid to a casual staff member who does not hold a relevant doctoral qualification.

^ Paid to a casual staff member who holds a relevant doctoral qualification.

~ 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.

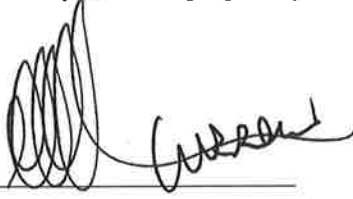
#### ADDITIONAL NOTES

- 66.5 Additional work should be paid at the ancillary teaching duties rate above. The ancillary rate is to be used for attendance at the casual staff member induction training.
- 66.6 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.

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## 67. SIGNATORIES

Signed on behalf of the University of Wollongong by Professor David Currow, Acting Vice-Chancellor and President, University of Wollongong Northfields Avenue, Wollongong NSW 2522, in accordance with the University of Wollongong Delegations of Authority.



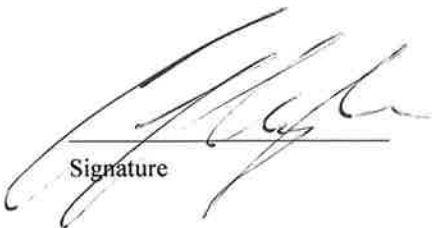
Signature

Signed on behalf of the National Tertiary Education Industry Union by Dr Damien Cahill, General Secretary, First Floor, 120 Clarendon Street, Southbank Victoria 3006



Signature

Signed by Catherine Moyle in her capacity as an Employee Representative, University of Wollongong Northfields Avenue, Wollongong NSW 2522.



Signature