



# DECISION

*Fair Work Act 2009*

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

**Charles Darwin University**  
(AG2022/5025)

## **CHARLES DARWIN UNIVERSITY AND UNION ENTERPRISE AGREEMENT 2022**

Educational services

COMMISSIONER PLATT

ADELAIDE, 6 APRIL 2023

*Application for approval of the Charles Darwin University and Union Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *Charles Darwin University and Union Enterprise Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Charles Darwin University (the University or the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 16 December 2022.

[3] On 25 January 2023, I published a decision dismissing the application as a result of concerns about ‘genuine agreement’. The Applicant appealed. On 24 March 2023, the Full Bench heard the appeal and determined that Agreement had been genuinely agreed and remitted the matter back to me to deal with the remaining issues [PR760612].

[4] I subsequently corresponded with the parties to seek clarification about the remaining aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking and the Unions to respond.

### **NES Issues**

There is one NES issue that requires comment. Clause 68 of the Agreement (**Abandonment**) appears to indicate that abandonment would apply retrospectively. This would be contrary to the NES. The Agreement contains an effective NES Precedent provision at Clause at 3.8. Accordingly, to the extent that Clause 68 is inconsistent with the NES, this provision will not apply.

## **Undertakings**

[5] The Applicant has submitted an undertaking in the required form dated 29 March 2023. The undertaking deals with the following topics:

- Notwithstanding Clause 69.10 of the Agreement, the University undertakes to provide any employee whose employment is terminated on the grounds of ill health with six (6) months' notice of termination of employment.
- Notwithstanding clause 10.5.2 of the Agreement, the University undertakes to apply clause 12.2 of the *Higher Education - General Staff - Award 2020* in respect of minimum periods of engagement for casual professional employees.
- Notwithstanding Clause 22 – Over and Under Payments, the University will comply with the requirements of the *Fair Work Act 2009* in relation to deductions from pay.
- A HE or VET Academic employee with less than one year's service who is terminated on the grounds of redundancy will receive four (4) weeks' redundancy pay.
- Notwithstanding Clause 40.6, Annual Leave will only be cancelled by agreement with the Employee.
- The University undertakes that Apprentices and Trainees shall be employed in accordance with the Trainee Rate of Pay at Clause 85 – Rates of Pay.
- The University undertakes that Territory FM Employees will be subject to the ordinary span of hours provided for Professional Employees as detailed in subclause 12.4.

[6] A copy of the undertaking has been provided to the bargaining representative(s) and I have sought their views in accordance with s.190(4) of the Act.

[7] On 29 March 2023, I received detailed feedback from the NTEU (which was supported by the CPSU). The parties agreed to my determining the matter on the papers.

[8] The Unions raised four concerns. The concern in respect of Undertaking 3 not relating to the NES has been resolved. Their concerns in respect of notice of termination for ill health appear to be resolved by Undertaking 1. Their concerns regarding the cancellation of approved annual leave have been dealt with in Undertaking 4.

[9] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[10] The National Tertiary Education Industry Union, the Community and Public Sector Union and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

**Approval**

[11] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[12] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 December 2024.



COMMISSIONER

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**IN THE FAIR WORK COMMISSION**

**FWC Matter No:** AG2022/5025

**Applicant:** Charles Darwin University

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Peta Preo, Director People and Culture, have the authority given to me by Charles Darwin University (**University**) to give the following undertakings with respect to the Charles Darwin University and Union Enterprise Agreement 2022 (**Agreement**).

1. **Subclause 69.10 Termination on grounds of Ill Health**  
The University undertakes to provide any employee whose employment is terminated on the grounds of ill health with six (6) months' notice of termination of employment.
2. **Subclause 10.5.2 Minimum Period of Engagement**  
Notwithstanding clause 10.5.2 of the Agreement, the University undertakes to apply clause 12.2 of the *Higher Education - General Staff - Award 2020* in respect of minimum periods of engagement for casual professional employees.
3. **Clause 22. Over and Under Payments**  
The University clarifies that it will comply with the *Fair Work Act 2009* in relation to deductions from pay.
4. **Academic Redundancy Pay**  
A HE or VET Academic employee with less than one year's service who is terminated on the grounds of redundancy will receive four (4) weeks' redundancy pay.
5. **Clause 40.6 Annual Leave**  
The University undertakes Annual leave will only be cancelled by agreement with the Employee.
6. **Clause 9.2.11 Apprentices and Trainees**  
The University undertakes that Apprentices and Trainees shall be employed in accordance with the Trainee Rate of Pay at Clause 85. Rates of Pay
7. **Supported Wage**  
The University undertakes that where an employee is eligible for a supported wage, they will be paid the applicable full rate of pay under the Agreement.
8. **Territory FM Employees**  
The University undertakes that Territory FM Employees will be subject to the ordinary span of hours provided for Professional Employees as detailed in subclause 12.4.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application for approval of the Agreement before the Fair Work Commission.



**Peta Preo**  
**Director, People and Culture**  
Charles Darwin University  
Date: 29 March 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# Charles Darwin University and Union Enterprise Agreement 2022

# Contents

- Contents ..... 1
- Part A- Introduction ..... 4
  - 1. Title and Operation ..... 4
  - 2. Definitions ..... 4
  - 3. Application ..... 7
  - 4. Individual Flexibility Arrangements ..... 7
  - 5. First Nations Employment ..... 8
- Part B- Appointments ..... 10
  - 6. Employment and Employment Categories ..... 10
  - 7. Continuing Employment ..... 10
  - 8. Contingent Continuing Employment ..... 11
  - 9. Fixed-Term Employment ..... 12
  - 10. Casual Employment ..... 15
  - 11. Probationary Employment Period ..... 17
- Part C- Conditions of Employment ..... 19
  - 12. Hours of Work ..... 19
  - 13. Rostered Day Off ..... 20
  - 14. Working from Home ..... 20
  - 15. Overtime Rates and Time Off in Lieu (TOIL) ..... 21
  - 16. Annualised Hours Arrangement (Professional Employees) ..... 23
  - 17. Meal Breaks ..... 24
  - 18. Pay Rates ..... 24
  - 19. Incremental Progression ..... 24
  - 20. Supported Wage ..... 24
  - 21. Salary Packaging ..... 24
  - 22. Over and Under Payment ..... 25
  - 23. Superannuation ..... 26
- Part D-Allowances ..... 27
  - 24. Remote Teaching Bonus ..... 27
  - 25. Remote Locality Allowance ..... 27
  - 26. District Allowance ..... 28
  - 27. First Nations People Language Allowance ..... 28
  - 28. Higher Duties Allowance ..... 28
  - 29. Market Allowance ..... 29
  - 30. Additional Responsibility Allowance ..... 29
  - 31. Dirty Work Allowance ..... 29
  - 32. First Aid Allowance ..... 29

33. Motor Vehicle Allowance .....	30
34. Meal Allowance .....	30
35. On-Call Allowance .....	30
36. Official University Travel.....	30
37. Airfare Entitlement.....	31
38. Work Clothing .....	31
Part E- Leave .....	32
39. Common Leave Provisions .....	32
40. Annual Leave .....	32
41. University Closedown.....	33
42. Purchased Leave.....	33
43. Personal Leave .....	34
44. Menstruation and Menopausal Leave.....	35
45. Compassionate Leave.....	35
46. Public Holidays .....	36
47. Long Service Leave .....	36
48. Parental Leave .....	37
49. Community Service Leave .....	40
50. Domestic Violence Leave.....	41
51. First Nations People Leave .....	42
52. Gender Affirmation Leave .....	42
53. Leave Without Pay .....	43
54. Other Paid Leave .....	43
Part F- Employee Development, Performance and Conduct .....	44
55. Employee Development and Career Planning.....	44
56. Academic Principles of Promotion .....	44
57. Disciplinary Principles.....	45
58. Unsatisfactory Performance.....	46
59. Conduct in the Workplace.....	48
Part G- Consultation and Dispute Resolution .....	51
60. Security of Employment .....	51
61. Consultation and the Introduction of Change.....	51
62. Joint Consultative Committee .....	52
63. Dispute Resolution .....	53
Part H- Ceasing Employment .....	55
64. Notice of Termination .....	55
65. Resignation.....	55
66. Ceasing Contingent Continuing Employment.....	55
67. Ceasing Fixed-Term Employment.....	56

68. Abandonment of Employment .....	57
69. Retirement or Termination on the Grounds of Ill Health .....	57
Part I- Other Matters .....	59
70. Academic Freedom .....	59
71. Intellectual Property.....	60
72. Criminal History and Working with Children .....	60
73. Workplace Bullying.....	60
74. Facilities and Resources .....	61
Part J - HE Academic Provisions .....	62
75. HE Rates of Pay.....	62
76. HE Academic Workloads .....	65
77. Non-attendance Time .....	69
78. HE Academic Redundancy.....	70
79. HE Academic Classifications .....	73
Part K - VET Academic Provisions.....	76
80. VET Academic Rates of Pay .....	76
81. VET Workloads .....	77
82. Non-attendance Time and Return to Industry .....	79
83. VET Academic Redundancy .....	81
84. VET Classifications .....	84
Part L- Professional Employee Provisions .....	88
85. Rates of Pay.....	88
86. Shift Work.....	89
87. Professional Employee Workloads .....	89
88. Level of Work .....	90
89. Professional Redundancy .....	91
90. Professional Employee Classifications.....	94
Broadbanding between levels .....	106
Signatories to the Agreement.....	107



## Part A- Introduction

### 1. Title and Operation

- 1.1 This Agreement will be known as the Charles Darwin University and Union Enterprise Agreement 2022.
- 1.2 This Agreement shall commence operation seven (7) days after its approval by the Fair Work Commission and shall have a nominal expiry date of 31 December 2024.
- 1.3 Negotiations for a replacement Agreement will commence three (3) months prior to the nominal expiry date.

### 2. Definitions

In the Agreement the following terms have the following meanings:

Term	Meaning
<b>Academic Year</b>	Begins on the first teaching period of the year and finishes twelve (12) months later. The academic year for VET and Higher Education may differ.
<b>Act</b>	The <i>Fair Work Act 2009</i> (Cth) as amended.
<b>Agreement</b>	Charles Darwin University and Union Enterprise Agreement 2022.
<b>Break in Service</b>	Any period between appointments of more than ten (10) weeks. Any period between appointments of ten (10) weeks or less will not count as service for the purposes of this Agreement but will not constitute a Break in Service.
<b>Code of Conduct</b>	The Code of Conduct- Staff, as updated from time to time by the University Council.
<b>Consultation</b>	A process whereby the University and/or Employees and/or parties to the Agreement exchange information about a matter or issue, hold discussions to explain points of view, take into account each other's views. The University will provide a response to formal feedback received.
<b>Continuous Service</b>	Continuous paid service, other than casual service, with the University.
<b>Director, People and Culture</b>	The Director, People and Culture or person acting in that capacity.
<b>Disciplinary Action</b>	Action includes and is limited to: <ol style="list-style-type: none"><li>a. Formal censure;</li><li>b. Counselling; training, coaching and/or mentoring;</li><li>c. Demotion by one or more classification levels or increments;</li><li>d. Withholding of an increment;</li><li>e. Suspension with or without pay; and</li><li>f. Termination of employment (only in the case of Serious Misconduct or Unsatisfactory Performance).</li></ol>
<b>Employee</b>	All persons who are employed by the University and are covered by this Agreement.

<b>First Nations People</b>	An Employee who identifies as a First Nations Australian and: <ul style="list-style-type: none"> <li>a. is of Aboriginal and/or Torres Strait Islander descent; and</li> <li>b. identifies as an Aboriginal or Torres Strait Islander; and</li> <li>c. is accepted as such by the community in which they live or have lived.</li> </ul>
<b>FTE</b>	Full-Time Equivalent.
<b>Full-Time</b>	Is an average of 36.75 hours per week.
<b>FWC</b>	Fair Work Commission.
<b>Health Practitioner</b>	A Health Practitioner registered with the Northern Territory Board of the Medical Board of Australia, or other State Medical Boards or other Health Practitioner as approved by the University.
<b>HE</b>	Higher Education Teaching within a course that is self-accredited as a Higher Education course and /or the undertaking of research and research training.
<b>Immediate Family</b>	<ul style="list-style-type: none"> <li>a. A spouse (including former spouse), de facto partner (including former de facto partner), child, parent (including foster parent), grandparent, grandchild or sibling of the Employee; or</li> <li>b. A spouse's child, parent (including foster parent), grandparent, grandchild or sibling of a spouse (including former spouse), or de facto partner (including de facto partner) of the Employee.</li> <li>c. An equivalent kinship relationship to a. or b.</li> </ul>
<b>Incremental progression</b>	The movement from one (1) salary point to another salary point (such as Professional Level 5.1 to Level 5.2) and does not incorporate crossing a qualification or knowledge/skills barrier or movement between the major components of a given employment category (such as Professional Level 3 to 4).
<b>Legal Practitioner</b>	A person admitted to practice as a barrister or solicitor of the Supreme Court of any State or Territory or of the High Court of Australia or any other equivalent court and acting in that capacity.
<b>Major Change</b>	A change to work activities or organisational structure that demonstrably impacts upon an Employee's working hours or career opportunities, including changes that may lead to the Employee's current position being redundant.
<b>Manager</b>	An Employee with supervisory responsibility with one or more direct reports.
<b>may</b>	Where the word "may" is used in conferring a power, that word shall be construed as meaning the power so conferred may be exercised, or not, at discretion.
<b>Medical Certificate</b>	A certificate signed by a Medical Practitioner or Health Practitioner regarding an Employee's fitness for duty.
<b>Medical practitioner</b>	A person registered to practice medicine under State or Territory legislation, or other Health Practitioner as approved by the University.
<b>Misconduct</b>	Conduct which is not Serious Misconduct but which is nonetheless unsatisfactory.
<b>NES</b>	The National Employment Standards under the Act.
<b>Parties</b>	The University, the Union and all Employees covered by this Agreement.
<b>Part-Time</b>	Employment for less than Full-Time. The Employee shall receive pay and conditions on a pro-rata basis equivalent to the hours/fraction they work in proportion to a Full-Time Employee.

<b>Primary Care Giver</b>	The Primary Care Giver is the person who most meets the child's needs, including feeding, dressing, bathing and otherwise supervising the child in an age-appropriate manner. For a baby particularly, this role normally requires intensive physical involvement on an ongoing basis.
<b>Professional Employee</b>	Employees who are engaged by the University in professional, managerial, administrative roles including research assistance, cleaning, maintenance, information technology workers and other non-teaching and non-research roles.
<b>Redundancy</b>	Where the University deems a position is no longer required. This would occur where: <ul style="list-style-type: none"> <li>a. there is the permanent abolition of a substantial work function or operation (such as the abolition of a discipline) or closure of a campus, which results in the work no longer being required to be performed by anyone; or</li> <li>b. there is an insufficiency of work in a particular work unit or function and there is a surplus of Employees who perform that work.</li> </ul>
<b>Remote Location</b>	Areas in the Northern Territory not within a 50kms radius (from the post office) of any of Darwin, Palmerston, Katherine, Batchelor, Alice Springs, Tennant Creek, Nhulunbuy, Jabiru, and interstate areas by agreement.
<b>Senior Executive Team (SET)</b>	An Employee in senior management in the University, including Employees with titles of Vice-Chancellor, President, Vice-President, Deputy Vice-Chancellor, Pro Vice-Chancellor, Chief Financial Officer, College Dean, University Secretary or a position identified by the Vice-Chancellor as a member of Senior Executive Team.
<b>Senior Manager</b>	A manager holding the position of College Dean, Deputy Director, Director, Executive Director or salary equivalence of one of these positions.
<b>shall</b>	Where the word "shall" is used in conferring power that word shall be construed as meaning the power so conferred must be exercised.
<b>Shift Worker</b>	For the purpose of the additional week provided by the NES, a seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays for which shifts are continuously rostered 24 hours a day seven (7) days a week.
<b>Supervisor</b>	The immediate day to day manager of an Employee or a group of Employees as nominated by the University.
<b>Union</b>	As the case may be, one of, or a combination of, or all of, the unions with coverage of University Employees.
<b>The University</b>	Charles Darwin University. Where an action is required; the University means the relevant delegate.
<b>University Core Business</b>	The broad mix of teaching and learning, research, First Nations related activities, community engagement activities and business development activities undertaken at the University. It is recognised that a wide range of administrative support activities underpin this core business, and for employment purposes these administrative support activities constitute an additional set of core business activities.
<b>Unsatisfactory Performance</b>	Where an Employee does not perform their work to a standard consistent with their contract of employment, position profile or classification standard as defined in this Agreement.
<b>Vice-Chancellor</b>	Vice-Chancellor, Acting Vice-Chancellor, or the nominee or delegate.

<b>VET</b>	Teaching, training and assessment in Vocational Education and Training within an Australian Skills Quality Authority (ASQA) approved course.
<b>will</b>	Where the word “will” is used in conferring a power, that word shall be construed as meaning it is the intention of the parties to exercise the power.

### 3. Application

- 3.1** This Agreement shall apply to all HE Academic Employees, VET Academic Employees and Professional Employees employed in the classifications set out in this Agreement.
- 3.2** This Agreement shall apply to all Employees except for Employees who are employed on a Senior Contract in the positions of; the Vice-Chancellor, President, Vice-President, Deputy-Vice Chancellors, Pro Vice-Chancellors, Chief Finance Officer, Chief Information Officer, Deans, Executive Directors, Directors and Deputy Directors or to a position equivalent in salary to Deputy Director or higher.
- 3.2.1. For the purposes of this clause a Senior Contract means Employees engaged in a position listed in subclause 3.2 and receiving a base salary, excluding superannuation, above the salary rates prescribed in this Agreement.
- 3.3** This Agreement has been negotiated between Charles Darwin University, CDU Employees and their bargaining representatives including:
- 3.3.1. The Australian Education Union Northern Territory Branch (AEU);
- 3.3.2. The Community and Public Sector Union (CPSU);
- 3.3.3. The National Tertiary Education Union (NTEU); and
- 3.3.4. The Australian Manufacturing Workers Union (AMWU).
- 3.4** This Agreement is a closed and comprehensive Agreement that wholly displaces any other Industrial Award or Agreement.
- 3.5** University policies, procedures, guidelines and other associated documents are designed to give effect to and detailed support for the matters covered in this Agreement but do not form part of the Agreement. If there is any inconsistency between those policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- 3.6** Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time-to-time following Consultation with the parties to the Agreement, at the Joint Consultative Committee, and will apply in the form they are in as at the time of any relevant action/decision.
- 3.7** Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the Dispute Resolution Procedures of the Agreement.
- 3.8** This Agreement shall 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 shall apply to the extent of the inconsistency.

### 4. Individual Flexibility Arrangements

- 4.1** The University and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
- 4.1.1 the arrangement permits the Employee to work a reduced number of weeks over a twelve (12) month period and take additional leave, with a proportionate reduction in their salary and any loadings to which they are entitled;

- 4.1.2 the individual flexibility arrangement meets the genuine needs of the University and Employee in relation to one (1) or more of the matters referred to in subclause 4.1.1; and
- 4.1.3 the individual flexibility arrangement is genuinely agreed to by the University and the Employee.
- 4.2 The University shall ensure that the terms of an individual flexibility arrangement:
  - 4.2.1 are in writing, states the day on which the arrangements commences, date of review and when the arrangement ceases;
  - 4.2.2 is not a precondition of the Employee's employment, reclassification or promotion;
  - 4.2.3 includes the name of the University and the Employee;
  - 4.2.4 is signed on behalf of the University and the Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
  - 4.2.5 includes details of the terms of this Agreement that are varied by the arrangement and how they are varied.
- 4.3 The University must ensure that the terms of any individual flexibility arrangement:
  - 4.3.1 are about permitted matters under section 172 of the Act;
  - 4.3.2 are not unlawful terms under section 194 of the Act;
  - 4.3.3 result in the Employee being better off overall than they would be if no arrangement was made; and
  - 4.3.4 do not result in the Employee being provided with any payment or benefit that is inconsistent with the National Employment Standard under the Act.
- 4.4 The University must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed.
- 4.5 The University or the Employee may terminate the individual flexibility arrangement:
  - 4.5.1 by giving 28 days written notice to the other party to the agreement; or
  - 4.5.2 if the University and Employee agree in writing, at any time.

## 5. First Nations Employment

- 5.1 The University acknowledges that its campuses are situated on the lands of many First Nations groups and respects and acknowledges the traditional and continuing spiritual relationship, cultural heritage practices and beliefs of First Nations Peoples.
- 5.2 The University will uphold its commitment to the Universities Australia Indigenous Strategy 2022 – 2025 and develop an 'Indigenous Workforce Strategy' within twelve (12) months of the Fair Work Commission ratifying this Agreement 2022.
- 5.3 The University will establish a First Nations Workforce Advisory Committee, to assist and advise the University on the development and implementation of a First Nations Workforce Plan. The First Nations Workforce Advisory Committee will meet on at least a quarterly basis and will include:
  - 5.3.1 Deputy Vice-Chancellor, First Nations Leadership (as Chair);
  - 5.3.2 a College Dean;
  - 5.3.3 Director, People and Culture (or nominee);
  - 5.3.4 Two (2) First Nations Employees appointed by the Chair following a call for expressions of interest; and
  - 5.3.5 President of the NTEU Branch (or nominee).
- 5.4 The First Nations Workforce Advisory Committee will:
  - 5.4.1 Develop a First Nations Workforce Plan aimed at recruitment, retention, promotion and development of First Nations Employees;

- 5.4.2 Seek to increase the number of First Nations Employees. Without limiting the ways in which this may be achieved, the parties to this Agreement shall use their best endeavours to increase First Nations employment to 80 FTE over the life of the Agreement as set out below:
  - a. 30 June 2023 – 50 FTE;
  - b. 30 March 2024 – 70 FTE; and,
  - c. 31 December 2024 – 80 FTE.
- 5.4.3 Oversee the completion statistics of the compulsory Employee training program on Intercultural Awareness.
- 5.4.4 Monitor and evaluate the progress and implementation of the Plan and recommend variations; and
- 5.4.5 Report half-yearly to the Joint Consultative Committee on progress towards achieving objectives of the Plan, including data on the number, positions, promotion rates, reclassification and professional development of First Nations Employees, as well as recommendations from the Committee.
- 5.5** The First Nations Workforce Plan will be underpinned by the following principles:
  - 5.5.1 Respect for the cultural, social and spiritual practices of First Nations Peoples;
  - 5.5.2 Recognition of First Nations Peoples' knowledge as a significant contributor to other bodies of knowledge;
  - 5.5.3 Recognition of scholarship that First Nations Employees bring to the University; and recognise specific roles to be identified as suitable for appointment of First Nations People only; and
  - 5.5.4 Recognition of intellectual property of First Nations communities.
- 5.6** The First Nations Workforce Advisory Committee will oversee the First Nations Workforce Plan and report on actions implemented to the Joint Consultative Committee as per Clause 62. Joint Consultative Committee.
- 5.7** Should it be apparent to the University or the Unions at any stage that the employment targets set out in subclause 5.4.2 above may not be met, the parties to this Agreement will confer, at a meeting of the First Nations Workforce Advisory Committee to be held within one (1) month or as soon as possible after a request is made to the Chair, with a view to determining what measures must be taken to ensure that targets for the Agreement be met. The full implementation of any measures so agreed upon between the Unions and the University shall be taken as compliance with subclause 5.4.2.
- 5.8** The University shall maintain a Senior Management position which shall be filled by a First Nations person, with responsibilities including, but not limited to oversight, coordination and development of the Plan.
- 5.9** First Nations Language Allowance can be found at Clause 27- First Nations People Language Allowance.

## Part B- Appointments

### 6. Employment and Employment Categories

- 6.1** Employees shall be employed under one of the following categories:
- 6.1.1 Continuing;
  - 6.1.2 Contingent Continuing;
  - 6.1.3 Fixed-Term; and/or
  - 6.1.4 Casual
- 6.2** The University will employ Employees based on operational requirements as outlined in subclause 6.4.
- 6.3** Employees shall be advised in writing of the terms of their engagement, and subsequent changes to the engagement during employment, which will include:
- 6.3.1 position classification level;
  - 6.3.2 salary on commencement;
  - 6.3.3 the period of probation that applies;
  - 6.3.4 hours or fraction of full-time hours to be worked;
  - 6.3.5 reporting arrangements;
  - 6.3.6 the category of Fixed-Term where applicable; and
  - 6.3.7 a list of the instruments governing the terms and conditions of their employment.
- 6.4** The University's preference is for continuing employment rather than Fixed-Term employment where a continuing work requirement exists, and for Fixed-Term employment rather than casual employment where work is not irregular or intermittent.
- 6.5** Nothing in this Agreement prevents an Employee from being assigned work normally associated with a different academic or professional role for an agreed period of time, where the Employee possesses appropriate qualifications, and the University has a need for the activity to be undertaken.
- 6.6** The University may direct an Employee to carry out such duties as are within their range of skills, qualifications, competence, and training.
- 6.7** Nothing in this Agreement prevents an Employee engaging in additional work unrelated to, or identifiably separate from, the Employee's normal duties, provided that it would not normally exceed one (1) FTE.
- 6.8** For Part-Time Employees, the University and the Part-Time Employee will agree on a regular pattern of work.

### 7. Continuing Employment

- 7.1** Continuing employment means employment that is for an indefinite duration, and may be on a Full-Time or Part-Time basis.

## 8. Contingent Continuing Employment

- 8.1** Contingent Continuing Employment (CCE) means employment on a continuing basis and may apply to a Professional or Academic Employee who would otherwise be employed in a Fixed-Term category, where it is anticipated that further funding may be available at the end of the current funding period.
- 8.2** A CCE contract may be negotiated prior to commencement of employment or at any time during a period of Fixed-Term Employment in accordance with this clause.
- 8.3** For the purposes of a CCE Research Employee, whose duties are predominantly research including researchers and research support, contingent funding is limited term funding provided from external sources but is not funding that is part of “base funding” from government or funding comprising payments of fees made by or on behalf of students.
- 8.4** For the purposes of a CCE VET Employee, contingent funding is funding primarily provided by external funding sources, and where such external funding sources constitute more than 60% of the funds provided.
- 8.5** CCE may be on a Full-Time or Part-Time basis and shall not replace Full-Time continuing positions.
- 8.6** To prevent the cessation of employment at the end of a CCE contract, and if it is known that further similar, relevant work will become available within the next six (6) weeks, the University and the Employee may agree that the Employee will be temporarily deployed to work other than their ordinary work until further relevant work is available; and may also otherwise agree to a temporary transfer to act as a replacement Employee.
- 8.6.1 For Academic Employees this may include activities such as marking and academic teaching duties.
- 8.6.2 For Professional Employees (Research Assistants) this may include technical and administrative duties.
- 8.7** If an Employee is engaged in a CCE contract and their position becomes ongoing or they are deployed in the six (6) week period referred to in subclause 8.6, they may be placed in that continuing role subject to satisfactory performance confirmation, without being subject to a competitive recruitment process.
- 8.8** If funding is no longer available to the University to cover an Employee’s salary under a CCE contract, the Employee’s employment shall terminate in accordance with Clause 66. Ceasing Contingent Continuing Employment.
- 8.9** The following provisions do not apply to Employees appointed on a CCE contract;
- 8.9.1 Clause 9. Fixed-Term Employment;
- 8.9.2 Clause 61. Consultation and the Introduction of Change in relation to a loss of funding; or
- 8.9.3 Redundancy Provisions.
- 8.10** A CCE Research Employee may, on being advised of the cessation of funding for their position:
- 8.10.1 apply to transfer to a Fixed-Term Research Safety Net contract under subclause 9.3.3 for a maximum of one (1) year and be re-issued with a Fixed-Term contract reflecting this; or
- 8.10.2 receive payment in accordance with Clause 66. Ceasing Contingent Continuing Employment and shall not be eligible for redeployment and/or redundancy.
- 8.11** On expiry of a Fixed-Term Research Safety Net Contract period under subclause 9.3.3 the Employee will:
- 8.11.1 continue on their CCE if further funding has become available; or
- 8.11.2 be terminated in accordance with Clause 67. Ceasing Fixed-Term Employment.



## 9. Fixed-Term Employment

**9.1** Fixed-Term employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

**9.2** Fixed-Term Employees will have the same entitlements (e.g., to leave and the calculation for Continuous Service) as would apply to a continuing Employee in an equivalent fraction excluding the below clauses or where expressly excluded:

9.2.1 subclause 11.5.1 relating to continuing Employee's probationary periods;

9.2.2 Clause 66. Ceasing Contingent Continuing Employment;

9.2.3 Clause 78. Higher Education Academic Redundancy;

9.2.4 Clause 83. VET Redundancy; or

9.2.5 Clause 89. Professional Redundancy.

**9.3** The use of Fixed-Term employment shall be limited to the employment of an Employee in one of the following categories:

### **9.3.1 Specific task or project**

A definable work activity that has a starting time and that is expected to be completed within an anticipated timeframe.

Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

### **9.3.2 Research**

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

### **9.3.3 Research Safety Net**

A person employed on two (2) or more consecutive contracts to undertake research functions for a total continuous period of not less than seven (7) years may be offered a contract for a period not exceeding one (1) year in accordance with subclause 9.3.1 Specific task or project or 9.3.2 Research.

### **9.3.4 Vocational Education and Training Academic**

VET Academics involved in delivery, and/or support for delivery, of Vocational Education and Training may be employed for a contract period not exceeding five (5) years if the position is externally funded.

### **9.3.5 Replacement Employee**

An Employee undertaking work activity replacing a Full-Time or Part-Time Employee for a definable period for which the replaced Employee is either:

- a. on authorised leave of absence; or
- b. is temporarily seconded/transferred away from their usual work area; or
- c. performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
- d. a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that

vacant higher duties position until a Full-Time or Part-Time Employee is engaged for the vacant position or vacant higher duties position as applicable.

#### **9.3.6 Recent professional practice required**

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

#### **9.3.7 Pre-retirement contract**

Where a Full-Time or a Part-Time Employee declares that it is their intention to retire, a Fixed-Term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.

#### **9.3.8 Fixed-Term contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a Fixed-Term contract may be used as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- a. such Fixed-Term contract employment is for a period that does not extend beyond, or that expires at the end of, the Academic Year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- b. an offer of Fixed-Term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

#### **9.3.9 Scholarly Teaching Fellow**

The University shall use its best endeavours to employ eight (8) Scholarly Teaching Fellows (STF) over the nominal life of this Agreement. The intent of these roles is to reduce the amount of casual teaching undertaken and/or to attract potential PhD students or persons who have recently completed a PhD.

STFs can be employed in the following circumstances:

- a. a student who is studying or about to enrol for a PhD;
- b. a student who has submitted a PhD thesis for examination or a graduate who has been awarded a PhD within the previous six (6) months; or
- c. a casual HE Academic who has not less than two (2) years casual teaching experience and/ or relevant industry or professional experience.

STFs may be engaged:

- a. for a term of up to two (2) years;
- b. on a Full-Time or Part-Time basis; and
- c. for up to 75% of available work hours for teaching delivery and related duties.

The University will provide the Joint Consultative Committee a report on STF's each calendar year.

#### **9.3.10 Innovation or reorganisation**

Where the University or some proportion of the University is undergoing or is about to undergo major organisational change including discontinuation of a work area, or where a new course, new system, market research or organisational unit is being developed and

implemented a Fixed-Term contract can be used for Employees either in the work area, or employed in support of the change. The contract may have a term of up to two (2) years.

In the case of discontinuation of a work area, if the decision to discontinue the work area is reversed, or should for any other reason the Employee's position or substantially the same position continue beyond the two (2) year period, the Employee shall be offered that work on a continuing basis.

In the case of a new course, new system, market research or organisational unit, if the position or substantially the same position occupied by the Employee continues beyond the expiry of the contract, the Employee shall, subject only to satisfactory performance, be offered continuing employment in that position. The University will report on all contracts issued under this clause to the Joint Consultative Committee.

#### **9.3.11 Apprentices and trainees**

An apprentice or trainee employed under a scheme approved by a Commonwealth, State or Territory Government training authority, or pursuant to a similar First Nations employment initiative or University employment initiative.

#### **9.3.12 Any Other Reason**

As agreed between the University and the Union. The Union will not unreasonably withhold agreement.

- 9.4** Where an Employee believes their category of employment is incorrect, they may apply for a review of their Fixed-Term status. Requests for reviews should be sent to the Director, People and Culture outlining the details of their position and how their category of employment does not align with the position. The University shall consider the application and provide a written response detailing the reasons for the decision.

#### **Further employment**

- 9.5** Where the University has made a decision to continue the position (or similar position) the incumbent shall be offered further employment in the position, provided they have performed at least satisfactorily and were initially employed through a competitive and merit-based selection process.
- 9.6** For the purposes of this clause, 'similar position' means a position with the same skill set and professional requirements including formal qualifications at the same level.

## 10. Casual Employment

- 10.1** The parties to this Agreement recognise that casual employment is appropriate in limited circumstances and is paid by the hour with a loading of 25% of the hourly base salary rate in lieu of Annual Leave, Personal Leave and other applicable paid leave under this Agreement. Therefore, casual Employees will only be engaged where they meet one of the following circumstances:
- 10.1.1 a casual Employee is engaged for work that is irregular, intermittent and unpredictable.
  - 10.1.2 a casual Academic Employee employed by the study period or semester, who is given a casual employment contract(s) that contains all work requirements to be undertaken during the study period or semester. Payments will be made in accordance with Clause 75. HE Rates of Pay for HE Academics or Clause 80. VET Rates of Pay for VET Academics.
- 10.2** Casual Employees shall be provided with a reasonable on-campus workstation accommodation and equipment to perform their duties.
- 10.3** The University will not use casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed-term basis.
- 10.4** Casual Employees will be paid for all hours worked in accordance with this Agreement.

### Minimum Period of Engagement

- 10.5** The minimum period of engagement for a casual Professional Employee will be as follows:
- 10.5.1 casual Professional Employees who are students (including postgraduate students) who are expected, or who decide to attend the University on that day in their capacity as a student will have a minimum engagement period of one (1) hour; or
  - 10.5.2 casual Professional Employees who are students (including postgraduate students) who are working from home or an external work environment of their choice, in an online advisory capacity to other students, such as student mentoring sessions, will have a minimum engagement period of one (1) hour if they are not expected to leave their home or external work environment in order to carry out their duties; or
  - 10.5.3 casual Professional Employees with a primary occupation elsewhere within the University on that day have a minimum period of engagement of one (1) hour; or
  - 10.5.4 all other Casual Professional Employees must have a minimum period of engagement of three (3) hours.
- 10.6** A Casual Academic must be engaged and paid for at least two (2) hours of work on each occasion they are required to attend work by the University, inclusive of any incorporated time and payment for preparation or associated working time provided for in Clause 75. HE Academic Rates of Pay or Clause 80. VET Academic Rates of Pay.

### Academic Casual Employees

- 10.7** A casual HE Academic may be engaged at a specific rate, for example, as specified in subclauses 75.4 and 75.7, which may comprise of a salary rate for more than one (1) hour of work.
- 10.8** A casual VET Academic may be engaged at a specific rate in accordance with Clause 80. VET Rates of Pay.
- 10.9** The University will advertise all Academic Level A positions internally in the first instance. Such advertisements will be open for a minimum of five (5) working days. Casual Employees will be eligible to apply for such positions if they have been employed by the University for at least two (2) teaching sessions in the 24 months prior to the position being advertised.

## **Conversion of Casual Employment**

**10.10** The University will make an offer to a casual Employee for conversion to a Fixed-Term contract or a continuing appointment if they:

- 10.10.1 have been employed for twelve (12) months in the same position or job; and
- 10.10.2 have worked a regular pattern of hours for at least the preceding six (6) months; and
- 10.10.3 could continue working these hours as a Full-Time or Part-Time Employee without significant changes.

**10.11** For purposes of this clause, occasional and short-term work performed by the Employee in another classification, job, or department (or equivalent) will not:

- 10.11.1 affect the Employee's eligibility for conversion; or
- 10.11.2 be included in determining whether the Employee meets or does not meet the eligibility requirements.

**10.12** An Employee must not be engaged and re-engaged nor have their hours reduced, solely to avoid an obligation under this clause.

## **Requests for Conversion**

**10.13** A casual Employee can make a request to convert to continuing or Fixed-Term employment from 21 days after their twelve (12) month anniversary.

**10.14** To be eligible to request casual conversion, a casual Employee must meet the requirements set out in subclause 10.10.

**10.15** An Employee is not eligible to make a request if, in the last six (6) months:

- 10.15.1 they have refused an offer from their employer to convert to permanent employment; or
- 10.15.2 the University notified them in writing that they will not be making an offer of casual conversion because there was a reasonable ground not to make the offer; or
- 10.15.3 the University has refused another request for casual conversion because there was a reasonable ground to refuse the request.

**10.16** Casual Employees who believe they are eligible to become a permanent Employee can make a request for conversion every six (6) months.

## **Conversion not made**

**10.17** The University must not unreasonably refuse conversion.

**10.18** The University is not required to make an offer to a casual Employee if:

- 10.18.1 the Employee has been employed by the University for the twelve (12) month period but has not worked a regular pattern of hours; or
- 10.18.2 there are reasonable grounds not to make an offer, reasonable grounds for deciding not to make an offer includes the following:
  - a. The Employee is replacing a continuing Employee for an identified period of time; or
  - b. The Employee has a primary occupation with the University; or
  - c. The Employee does not meet the essential requirements of the whole position; or
  - d. in the next twelve (12) months:
    - i. the Employee's position will not exist; or
    - ii. the Employee's hours of work will significantly reduce; or
    - iii. the Employee's days or times of work will significantly, change which cannot be accommodated within the Employee's available days or times for work.

**10.19** Written reasons for refusal to convert will be provided within 21 working days of the date of application.

## Notice of Termination

10.20 For casual Employees, employment may be terminated by giving one (1) working hours' notice.

10.21 The University may make a payment in lieu of all or part of the period of notice.

## Reporting

10.22 The University will report biannually to the Joint Consultative Committee on the:

- 10.22.1 number of casual conversions offered in accordance with this clause in the six (6) months immediately preceding the report; and
- 10.22.2 academic level and location of the positions.

## 11. Probationary Employment Period

11.1 The University shall ensure that prior adequate training and/or advice is provided to support the Supervisor responsible for the probationary assessment and report.

11.2 The purpose of the Probationary Employment Period is to establish whether an appropriate match has been made between the probationer, the position and the work environment, and whether the probationer is able to perform the required role and assume the levels of responsibility of the position at least satisfactorily.

11.3 This clause applies to all Employees other than casual Employees.

11.4 New Employees may be appointed on a period of probation.

11.5 The applicable probationary periods are:

11.5.1 for continuing Employees:

- a. Academics – up to two (2) years.
- b. Professional Employees – up to six (6) months.

11.5.2 for Employees engaged on Fixed-Term contracts of employment:

### **Professional Employees**

- a. Contracts over twelve (12) months – up to six (6) months.
- b. Contracts under twelve (12) months – up to half the contract period.

### **Academic Employees**

- a. For Fixed-Term Academics the probation period will be half the contract period, or the period set in subclause 11.5.1 a., whichever is less.

11.6 Any second or subsequent Fixed-Term contract that does not involve significantly different duties and/or discipline will not contain a probationary period.

11.7 Prior to the expiry date of the probation the University will consider the probationary report and shall take one of the following actions in accordance with the terms of this Agreement:

- 11.7.1 confirm the appointment;
- 11.7.2 terminate the employment contract; or
- 11.7.3 extend the probation period.

11.8 The probation period may be extended by up to 30 per cent at the discretion of the University where the probation report is adverse, and the Supervisor feels the additional time may remedy this.

11.9 If during a period of probation, an Employee agrees to undertake duties that are significantly different from the duties at the time of appointment, then this change of duties is to be taken into account when the Employee is assessed for the confirmation of appointment.

11.10 The procedure outlined in Clause 58. Unsatisfactory Performance does not apply to Employees during a period of probationary employment.

- 11.11** The Supervisor should meet with the probationer at least twice during the first six (6) months of employment at times agreed to by the Supervisor and probationer. The period between meetings should not exceed three (3) months with the final meeting to take place prior to the end of the probationary employment period. The meeting should be to focus on the assessment of match, competence and performance.
- 11.12** If the appropriate meetings have not been held as outlined under this clause, the Employee's probation will be confirmed. Nothing in this subclause can be taken to end any action that may be underway in regard to Misconduct.
- 11.13** Where the decision is made to terminate an Employee during probation the Employee may seek a review in writing to the Director, People and Culture within five (5) working days only on the grounds that the Supervisor failed to apply procedural fairness in reaching their final assessment. During this five (5) working day period, the Employee may include in their request for review of procedural fairness, their response to any adverse material that may have been presented.
- 11.14** If an Employee is deemed unsuitable for a position for reasons of performance or conduct, during the probationary period, the employment may be terminated by the University on the giving of notice of no less than two (2) weeks. Payment may be made in lieu of notice.

## Part C- Conditions of Employment

### 12. Hours of Work

- 12.1** The Ordinary Hours of Work for Full-Time Employees shall be 73.5 hours per fortnight (e.g. 36.75 hours per week, 7.35 hours per day).
- 12.2** Due to operational considerations VET Academics may work an average of 147 hours over any four (4) week period.
- 12.3** An Employee with dual or more contracts, or on contract and casual hours, or on contract, fractional hours and casual hours may not work more than 73.5 hours per fortnight.
- 12.4** The ordinary span of hours are:

Classification	Span of Hours
Professional Employees	7.00 am to 6.00 pm Monday to Friday
Territory FM Employees	5.00 am to 10:30 pm any five (5) of seven (7) days
Student Support Areas including Accommodation Services and Library Support Employees, and ITMS Employees involved in on campus external student academic support and counselling	7.00 am to 10:00 pm Monday to Friday. Work after 6:00 pm shall be by written agreement.
Academics	7.30 am to 10.00 pm any five (5) of seven (7) days
HE Academics	Will not be required to teach more than three (3) evenings per week unless otherwise agreed; and will not be required to teach on weekends without prior Consultation.

- 12.5** The ordinary span of hours for Professional Employees, as set out in subclause 12.4, may be extended to 7.00am to 10.00pm Monday to Friday consistent with their Position Profile and by agreement with the Employee where they are required to participate in or support:
- 12.5.1 exams;
  - 12.5.2 external Engagement Events;
  - 12.5.3 University Graduation Ceremonies.
- 12.6** Work on Saturday and/or Sunday will incur appropriate overtime rates of payment.
- 12.7** Teaching hours shall be set in accordance with the workload priorities of the work area.
- 12.8** Notwithstanding the above, the span of hours may be varied by agreement between an Employee and their Supervisor. Any long-term variation will be reviewed between the Employee and Supervisor not more than twelve (12) months after commencement.
- 12.9** Consistent with the obligation to ensure the health and safety of Employees, no Employee will be required to respond to work-related communications and requests on weekends or outside of their normal working hours except in the following circumstances:
- 12.9.1 genuine emergency threatening health and safety of Employees and/or students; or
  - 12.9.2 genuine emergency threatening University property where the oversight and maintenance of that property is the responsibility of the Employee; or



- 12.9.3 the communication is during a period in which a Professional Employee is working overtime pursuant to Clause 15. Overtime Rates and Time Off in Lieu (TOIL) or is on-call pursuant to Clause 35. On-Call Allowance; or
- 12.9.4 the communication is such that the Employee chooses to respond purely of their own volition.

### 13. Rostered Day Off

- 13.1 Cleaning, security and maintenance Employees may accumulate time during any one (1) day to either work a short day on one (1) other day or take a rostered day off (RDO) following the accumulation of sufficient hours.

### 14. Working from Home

- 14.1 This clause does not apply to Employees who are required or engaged to work remotely from the University or casual Employees, notwithstanding, this clause does not exclude an Employee from working from home with the approval of their Supervisor.

- 14.1.1 this clause is not intended to limit arrangements already in place or those arrangements made through other mechanisms such as Individual Flexibility Arrangements.

- 14.2 An Employee and their Supervisor (on behalf of the University) may agree in writing to an ad hoc, one off working from home arrangement, where the needs of the work unit, the Employee and University can be met.

- 14.3 An Employee may request approval for a Fixed-Term working from home arrangement for a period up to twelve (12) months or per Semester for teaching Academics. The Employee must lodge a formal request for approval by their relevant SET member to work from home.

- 14.4 The maximum time that will be considered for approval to work from home on a Fixed-Term arrangement is 20% of the Employees normal working profile.

- 14.5 Working from home arrangements must be in line with all conditions listed in University policy and procedures.

- 14.6 The University will provide one workstation and necessary equipment for each Employee which will be at a University campus. Employees wishing to work from home or at a location other than their allocated campus workplace, are required to provide all necessary equipment to enable them to satisfactorily carry out their required duties.

- 14.7 The Employee must:

- 14.7.1 ensure they complete the ergonomic assessment required to apply for working from home approval and must ensure they have all required equipment at home to meet ergonomic standards;

- 14.7.2 meet any costs associated with working from home including providing appropriate equipment and internet access. The University recognises that some Employees may have a University laptop which may be used for working from home purposes;

- 14.7.3 be available to attend campus at the request of their Supervisor at any time, even if formal approval has been provided to work from home; and

- 14.7.4 be available to be contacted by phone, email or online during their ordinary hours of work, including availability to attend meetings online.

- 14.8 Applications to work from home may only be refused on reasonable business grounds, including but not limited to the nature of the work requiring the Employee to have regular contact with students and/or other customers and the University being unable to accommodate the request

due to operational requirements. If the request is refused, the University must provide detailed reasons to the Employee, within ten (10) working days.

- 14.9** If an application to work from home is refused, the Employee may make further applications where their circumstances have changed.
- 14.10** A working from home arrangement approved under this clause will be subject to at least one (1) review at six (6) months to ensure that it is meeting the needs of the Employee, the work unit, and the University. If the review finds that continuing the arrangement does not meet the needs of all parties, it can be ended with provision of ten (10) working days' notice. Notwithstanding this clause, a Supervisor or Employee may initiate a review of a working from home agreement at any time.

## **15. Overtime Rates and Time Off in Lieu (TOIL)**

- 15.1** Overtime payments and TOIL apply to Professional Employees up to and including Level 7 and Level A VET Academics only.
- 15.2** Operational circumstances may require Employees to work reasonable overtime.
- 15.3** No Employee shall be required to work in excess of 40 hours overtime in any four (4) week period.
- 15.4** An Employee has the right to refuse unreasonable overtime and any Employee asked to work unreasonable overtime may seek a review by the relevant Senior Manager.
- 15.5** Overtime payments are paid when the University directs an Employee to work hours in excess of their ordinary daily hours or outside the subclause 12.4 Ordinary Span of Hours or on weekends and public holidays.
  - 15.5.1** Casual Employees are paid overtime for hours worked in excess of an ordinary day or week/fortnight or for all hours worked outside the subclause 12.4 Ordinary Span of Hours in accordance with subclause 15.5 above.
- 15.6** Overtime must be agreed in advance with the Supervisor responsible for workload planning and budget. Where the additional hours are assigned by the Supervisor and agreed by the Employee this shall be taken as approval of overtime. Employees will be required to complete the overtime claim form for submission to payroll with their Supervisors approval. Overtime will be paid in the next available pay period following receipt of a completed and approved claim form.
- 15.7** The University may extend overtime to Employees outside of these categories in exceptional circumstances.

### **Time Off in Lieu (TOIL)**

- 15.8** TOIL is an option that Employees may take in lieu of receiving an overtime payment whereby, the Employee may take time off at an agreed time in the future, rather than receiving a financial payment.
- 15.9** If the Employee chooses to work overtime and take it as TOIL:
  - 15.9.1** the TOIL hours will be accrued at the same rate as overtime would be paid, with the exception of travel on University business, where subclause 15.13 applies; and
  - 15.9.2** the TOIL hours will be cleared within six (6) weeks of accrual unless by agreement between the Supervisor and the Employee. Where the TOIL has not been taken, overtime will be paid in accordance with this clause in the next available pay period.
- 15.10** Proposed hours to be worked as TOIL must be agreed in advance, in accordance with subclause 15.6, in writing with the Supervisor responsible for workload planning and budget. The planned timeframe to take the TOIL must also be agreed in advance in writing with the Supervisor.

- 15.11** TOIL accrued toward the end of the calendar year (November onwards) may be carried over to the beginning of the following year where an Employee is prevented from taking TOIL and where the express permission is sought and granted by the relevant Senior Manager.
- 15.12** TOIL that has not been cleared at cessation of employment will be paid to the Employee with their final pay.
- 15.13** Overtime rates are not paid for additional hours travelling on University business. This shall be accrued at one (1) hour off for each hour spent travelling.
- 15.14** An Employee recalled to work overtime which is not continuous with their ordinary hours of work must be paid a minimum of four (4) hours at the appropriate overtime rate.
- 15.15** Overtime rates will be paid in accordance with the following:

Hours Worked	Rate Applicable
<b>Monday to Saturday</b>	
First three (3) hours	Ordinary time plus 50%
All hours in excess of three (3) hours	Ordinary time plus 100%
<b>Midnight Saturday to midnight Sunday</b>	
All hours worked	Ordinary time plus 100%
<b>Public Holidays</b>	
All hours worked	Ordinary time plus 150%

\*Rate is applied to Employees base hourly rate

- 15.16** Employees working overtime may be entitled to meal allowance in accordance with Clause 34. Meal Allowance.

#### **Rest period after overtime**

- 15.17** When overtime work is necessary it must, wherever reasonably practicable, be arranged so that Employees have at least ten (10) consecutive hours off duty before recommencing work.
- 15.18** An Employee (other than a casual Employee) who has not had at least ten (10) consecutive hours off duty before recommencing work shall be released after completion of the overtime until the Employee has had ten (10) consecutive hours off duty. This absence will not result in loss of pay for ordinary working time occurring during the absence.
- 15.19** If on the instructions of the University an Employee resumes or continues work without having had the ten (10) consecutive hours off duty the Employee must be paid at ordinary time plus 100% until they are released from duty. The Employee is then entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- 15.20** A casual Employee, employed on a regular and systematic/sessional basis, shall have at least ten (10) consecutive hours off between periods of engagement. This time is unpaid.

#### **Overtime and TOIL Level 8 and above**

- 15.21** Overtime will not be paid for Professional Employees Level 8 and above however, TOIL shall be accrued at one (1) hour off for each additional hour worked.
- 15.22** All additional hours for Professional Employee Level 8 and above must be agreed in advance with the Supervisor responsible for workload planning and budget. Where the additional hours are assigned by the Supervisor this shall be taken as approval of TOIL.

## 16. Annualised Hours Arrangement (Professional Employees)

- 16.1** The University may engage a new Professional Employee on an Annualised Hours Arrangement.
- 16.2** An Annualised Hours Professional Employee is an Employee employed on a continuing basis, or for a period of Fixed-Term Employment for a specific number of Ordinary Hours of Work in any one (1) year (which may be a calendar year).
- 16.3** On appointment a new Professional Employee who is engaged on an Annualised Hours Arrangement, will agree on the Employee's yearly workload and the matters set out in this clause.
- 16.4** The effect of this clause is not to replace continuing Full-Time positions with annualised hours positions.
- 16.5** An existing Professional Employee who is not on an Annualised Hours Arrangement shall not be required to convert to an Annualised Hours Arrangement.
- 16.6** Nonetheless, an existing Professional Employee and the University may agree to an Annualised Hours Arrangement for a specified period of time, where it is deemed by the University to be practical and convenient.
- 16.7** In this case, either party may terminate the arrangement by providing four (4) weeks' written notice or at any time by written agreement.
- 16.8** A Professional Employee on an Annualised Hours Arrangement will be paid fortnightly, based on the average amount of hours they perform in a fortnight, rather than the hours they have performed in that particular fortnight.
- 16.9** The agreed hours of an Annualised Hours Arrangement must not exceed a maximum of 48 hours per week and ten (10) hours per day.
- 16.10** Professional Employees must be paid overtime in accordance with Clause 15. Overtime and Time Off in Lieu (TOIL).
- 16.11** An Annualised Hours Arrangement must be in writing and specify:
- 16.11.1 the commencement and end times of the arrangement;
  - 16.11.2 the dates when the Professional Employee will clear hours accumulated as a result of entering into the arrangement; and
  - 16.11.3 whether there is a requirement for the Professional Employee to be present at the workplace for any specified times.
- 16.12** In the event that the employment of a Professional Employee on an Annualised Hours Arrangement ceases, for whatever reason, a reconciliation of the hours worked and the payments (however described) paid to the Professional Employee, will be performed and:
- 16.12.1 if the Employee has received a payment (however described) in respect of work or hours which were not then worked by the Professional Employee, that payment will be repaid by the Professional Employee to the University as at the date of termination; and
  - 16.12.2 if the Professional Employee has performed work for which they have not yet received pay by the University, the University will pay to the Professional Employee such amount as at the date of termination.

## 17. Meal Breaks

- 17.1 All Employees are entitled to an unpaid meal break of between 30 and 60 minutes to commence no earlier than three (3) hours and no later than five (5) hours after starting work for the day. By agreement, with the relevant Supervisor, an Employee may take a meal break after five (5) hours.
- 17.2 Cleaning, Security, Cooks and Maintenance Employees may vary their meal breaks by taking 30 minutes for lunch and two (2) 15-minute tea breaks.

## 18. Pay Rates

- 18.1 This Agreement provides for the following salary increases, which will be paid in the first full available pay period on or after the following;

	On successful vote	October 2023	October 2024
Increase	4%	2%	2%

- 18.2 The table of Salary Rates for each classification can be found at Parts J, K & L.
- 18.3 Salary (including allowances) shall be paid fortnightly by electronic funds transfer to a compliant Australian financial institution nominated by the Employee.

## 19. Incremental Progression

- 19.1 At the end of each twelve (12) months continuous employment, an Employee shall be eligible for progression from one (1) pay point to the next within a level unless reasonable action to improve Unsatisfactory Performance in accordance with Clause 58. Unsatisfactory Performance has occurred in the previous twelve (12) months.
- 19.2 Where the University makes a decision to defer payment of an increment to an Employee, any subsequent approval of payment of an increment will be effective from the date of approval. Following this, future increments will become due on the original due date (as if the deferral had not occurred).
- 19.3 The University may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.

## 20. Supported Wage

- 20.1 The University may offer and shall pay a supported wage, in line with the Commonwealth Supported Wage System, to an Employee who is unable to work at full wages because of a disability.

## 21. Salary Packaging

- 21.1 Employees, other than casual Employees, may elect to have salary converted to non-cash pre-tax benefits consistent with the relevant University policies and guidelines.
- 21.2 Regardless of a reduction in salary in accordance with this clause, all entitlements under this Agreement based on the Employee's salary (including superannuation entitlements) shall be calculated on the salary to which the Employee is entitled under the relevant Part of this Agreement.
- 21.3 The reduced salary payable under the Salary Packaging Agreement will be paid during all forms of paid leave.

## 22. Over and Under Payment

- 22.1** Where an Employee owes a debt, or is overpaid an amount of salary or other remuneration, the University will notify the Employee who may authorise the University to deduct the amount of the debt or overpayment from the next available pay or in agreed instalments. The University and the Employee may agree, in writing, on deduction by instalments to recover the debt or overpayment in a timeframe that is manageable by the Employee.
- 22.2** If no agreement is made within two (2) pay periods from notification of the overpayment or debt, the Employee authorises the University to deduct the debt through salary deduction over the next available pay periods in the six (6) months period following the notification.
- 22.3** An Employee who is facing financial hardship may make application to vary the instalments to the Director, People and Culture who will reasonably consider all applications.
- 22.4** The University may by agreement deduct from the Employee's final pay, including any leave entitlements, on cessation of employment, any overpayment balance remaining outstanding, or any debt owing. This applies whether or not the Employee and the University have previously agreed to the deduction of the overpayment by instalment.
- 22.5** Where an underpayment occurs, the University will endeavour to make the correction within one (1) pay period. Cases where this will cause hardship will be treated separately.

## 23. Superannuation

- 23.1** The University shall nominate UniSuper as the superannuation fund for new Employees. UniSuper is the default fund for this Agreement to the extent permitted by law.
- 23.2** The University shall make employer superannuation contributions to the superannuation fund nominated by the Employee for all eligible current and new Employees.
- 23.3** All non-casual Employees shall receive an employer superannuation contribution of 17% on all salary owed to the Employee. This includes on all forms of paid leave including paid Parental leave.
- 23.4** Superannuation is not paid on any form of unpaid leave.
- 23.5** Casual Employees shall receive an employer superannuation contribution at the rate specified in the Superannuation Guarantee Legislation.
- 23.6** The salary upon which contributions are calculated shall include all ordinary time earnings. For the avoidance of doubt, this includes any payment made in lieu of ordinary time earnings.
- 23.7** When providing a standard choice form to an Employee or prospective Employee, the Employer shall also concurrently provide the Employee or prospective Employee with UniSuper information.
- 23.8** The Employer shall facilitate UniSuper representatives providing, at least once in each six (6) month period, on-campus or virtual information and briefing sessions on superannuation products and services during working hours, which shall be open to all Employees to attend as paid work time.
- 23.9** An Employee in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and Employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that Employee not been on authorised leave without pay. Such payments, including the employer contribution, shall be funded by the Employee.
- 23.10** Where an Employee salary sacrifices, the employer contribution shall be based on the Employee's pre-sacrificed salary.
- 23.11** Employees shall be permitted paid time off for the purpose of attending individual financial advice services provided by a registered superannuation fund or registered financial advisor to a maximum of three (3) hours per annum
- 23.12** Employees who are UniSuper Consultative Committee members shall be permitted paid time off to attend UniSuper Consultative Committee meetings and Roadshow events and must submit their request to attend such Committee meetings to the Director, People and Culture.

## Part D-Allowances

All allowances other than Remote Teaching Bonus, Remote Locality Allowance and District Allowance under this clause will be reviewed and adjusted by the Northern Territory Consumer Price Index as published by the Australian Bureau of Statistics prior to lodgement with FWC for approval and every two (2) years thereafter.

### 24. Remote Teaching Bonus

- 24.1** Academics who teach in a Remote Location, as defined in Clause 2. Definitions, on more than ten (10) days in a given calendar year are eligible for a Remote Teaching Bonus (RTB).
- 24.2** For each day that an Employee teaches in a Remote Location they will receive six (6) per cent (6%) of that days' salary as an RTB.
- 24.3** Following receipt of an approved application, the RTB is paid annually or at cessation of employment as a single lump sum following completion of all work for the calendar year, including submission of any results.
- 24.4** Where an Employee is required to spend a weekend because of work commitments or to work a Sunday and the following Saturday in a Remote Location, the University will pay \$118.16 in addition to normal travel and accommodation reimbursement, on each permissible occasion.
- 24.4.1 the requirement to stay over the weekend must be agreed in advance with the Employee's Supervisor before travel to the Remote Location has commenced.
- 24.4.2 travel to and from delivery locations on weekends is treated the same as travel to and from delivery locations during weekdays for the consideration of the RTB.

### 25. Remote Locality Allowance

- 25.1** Employees working and residing in the below locations will be paid a Remote Locality Allowance (RLA) as contribution towards increased living costs associated with living in these locations.
- 25.2** The RLA shall be paid on 30 June and 31 December each year in arrears and will be in accordance with the below:
- 25.2.1 Jabiru
- a. \$1,701.56 per annum without dependents
- b. \$2,710.68 per annum with dependents
- 25.2.2 Nhulunbuy, Tennant Creek, Yulara
- a. \$4,048.30 per annum without dependents
- b. \$6,551.01 per annum with dependents
- 25.3** This allowance will be paid on a pro rata basis for Part-Time Employees and Employees with less than six (6) months service in the locality.
- 25.4** Casual Employees engaged in one of these locations shall receive a daily allowance for each day they are engaged at the following rate:
- 25.4.1 Jabiru: \$10 per day with or without dependents
- 25.4.2 Nhulunbuy, Tennant Creek, Yulara : \$25 per day with or without dependents



## 26. District Allowance

- 26.1** This clause does not apply to casual Employees.
- 26.2** This allowance will be paid on a pro rata basis for Part-Time Employees.
- 26.3** Upon application, Employees working and residing in the Northern Territory shall receive a district allowance, paid fortnightly, in accordance with the following:
- 26.3.1 Professional Employees and VET Academics, with dependents - \$1,134.37 per annum.
  - 26.3.2 HE Academics:
    - a. without dependents - \$1,508.95 per annum
    - b. with dependents - \$2,643.32 per annum.
- 26.4** For the purposes of this clause dependent means, an Employee's spouse, including de facto partner, and children under the age of 18 years, who permanently reside with the Employee and who are not in receipt of income in excess of the weekly minimum adult wage including any Northern Territory Allowance or district allowance.

## 27. First Nations People Language Allowance

- 27.1** A language allowance shall be paid to Employees who are required to use a First Nations People language as part of their day to day duties.
- 27.2** The allowance will be paid on two levels, with the applicable level agreed to by the University:
- 27.2.1 Level one (1) \$1,637.58 per annum shall be paid to Employees required to use minimal language skills, notwithstanding they are capable of simple communication.
  - 27.2.2 Level two (2) \$3,279.87 per annum shall be paid to Employees who are required to undertake conversations, reading and writing.
- 27.3** Employees must apply in writing to the Salaries department of People and Culture to receive this allowance.
- 27.4** This allowance will be paid on a pro rata basis for Part-Time Employees.
- 27.5** This allowance will be paid on a fortnightly basis.
- 27.6** Casual Employees will be paid \$10 per day Level one (1) and \$20 per day for Level two (2) for each day they are engaged on casual employment and are required to use a First Nations People language as part of their duties.

## 28. Higher Duties Allowance

- 28.1** The principle underpinning Higher Duties Allowance is to compensate an Employee for temporarily filling a position classified at a higher level. For Professional Employees this usually means a position with a higher classified level or for Academics this means filling a leadership or management position with greater responsibility.
- 28.2** An Employee who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment shall be paid an allowance equal to the difference between their substantive salary and the minimum salary of the higher classified position for all the time during which they perform such duties. Where it is specified at the commencement of the higher duties that the Employee is to undertake part of the duties of the higher position only, a lesser amount, which will normally be a percentage of the full amount, will be paid.
- 28.3** The Higher Duties Allowance is determined by the Employee's Supervisor before the higher duties are undertaken.

**28.4** No allowance shall be payable unless the Employee performs the duties of the higher classified position for a continuous period of ten (10) working days.

## **29. Market Allowance**

**29.1** The University may pay an Employee an allowance to compensate for movements in the employment/labour market.

**29.2** Market Allowance may be applicable for situations where:

29.2.1 It is considered that the University's salary scales are insufficient to attract suitable applicants, or secure the candidate, due to high demand for specific skills or experience; and/or

29.2.2 is critical to retain an existing Employee with specialised skills or experience and where their departure will significantly impact on the achievement of key strategic outcomes.

**29.3** The Employee must provide evidence that substantiates the market allowance application.

**29.4** A Market Allowance is temporary and will be reviewed no less than every twelve (12) months.

**29.5** Conditions of the Market Allowance shall be negotiated between the University and the Employee and approved or not by the Vice-Chancellor.

## **30. Additional Responsibility Allowance**

**30.1** A Professional Employee who temporarily undertakes additional responsibilities to those contained within their Position Profile will receive an Additional Responsibilities Allowance.

**30.2** The additional responsibilities must be agreed to in writing between the Employee and the University prior to commencing any of the additional responsibilities.

**30.3** The Additional Responsibilities Allowance is temporary and will only be payable for the period of which the specified additional responsibilities are being undertaken by the Employee.

## **31. Dirty Work Allowance**

**31.1** This clause does not apply to casual Employees.

**31.2** Part-Time Employees will be paid this allowance on a pro rata basis

**31.3** Maintenance Employees will be paid a Dirty Work Allowance of \$17.74 per fortnight.

**31.4** Grounds Employees and Cleaning Employees will be paid a 2.125% flat Dirty Work Allowance calculated on their base salary.

**31.5** In addition to the payment of this allowance, the University will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

**31.6** Eligibility for this allowance will be indicated in an Employee's employment contract.

## **32. First Aid Allowance**

**32.1** This clause does not apply to casual Employees.

**32.2** This allowance will be paid on a pro rata basis for Part-Time Employees.

**32.3** An Employee who holds a current first aid certificate or the equivalent and who is appointed by the University as a designated first aid officer shall be paid an allowance of \$14.07 per week.

### 33. Motor Vehicle Allowance

- 33.1 Where it is not possible to use an official University vehicle, an Employee who agrees with the University to use their private vehicle for work purposes shall be paid a per- kilometre allowance at the rate published by the Australian Taxation Office.
- 33.2 Payment of the allowance will be made following receipt of the relevant form signed by the Employee and their Supervisor.

### 34. Meal Allowance

- 34.1 An Employee eligible to receive payment for overtime that follows their ordinary working day shall receive a Meal Allowance of \$29.32 subject to the overtime continuing for longer than one and a half (1.5) hours.
- 34.2 Where a meal is provided no allowance shall be payable.

### 35. On-Call Allowance

- 35.1 On-call is payable where a Professional Employee is directed to be immediately contactable outside of work hours by phone to undertake work duties.
- 35.2 A Professional Employee who is required to be on call shall be paid an on-call allowance as follows:
  - 35.2.1 \$9.28 per night; or
  - 35.2.2 \$22.94 for a day and a night.
- 35.3 If the Employee is recalled for duty they will be paid for their travel time and time worked at the appropriate overtime rate in accordance with Clause 15. Overtime and Time Off in Lieu (TOIL).
- 35.4 An Employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of four (4) hours at the appropriate overtime rate. Where an Employee is called out more than once during the four (4) hour period, only one (1) minimum call out period will apply.

### 36. Official University Travel

- 36.1 Employees travelling interstate or intrastate on instruction from the University to undertake official University business shall be paid either travel allowance or issued with University credit card to cover expenses incurred. This instruction will be given no less than fourteen (14) days prior to the required date of travel where possible.
  - 36.1.1 an Employee requested to travel within fourteen (14) days of departure, may decline to travel if a travel advance/allowance cannot be arranged prior to the travel commencing.
- 36.2 The travel allowance payable to the Employee shall be equal to that paid as per the NT Office of the Commissioner for Public Employment per Determination Number 1 of each calendar year.
- 36.3 The travel allowance shall include payment for meals where they are not provided as well as an incidental allowance to cover the cost of low value expenses where they cannot be pre-purchased or paid for with a University credit card.
- 36.4 Under normal circumstances accommodation will be prepaid prior to travel being undertaken.
- 36.5 Employees instructed to travel overseas on University business may have their agreed expenses covered by either University credit card, travel allowance or in the case of grant funded travel; a cash advance.

### Camping Allowance

**36.6** Where accommodation is not available, such as in a remote community, camping allowance shall be paid as per the NT Office of the Commissioner for Public Employment per Determination Number 1 of each calendar year in lieu of pre-paid accommodation.

#### **Travel Request Form**

**36.7** An Employee undertaking official travel must complete a travel request in accordance with University policy and procedures.

#### **Payment**

**36.8** Subject to the travel request being lodged and approved seven (7) days prior to travel commencing the University will pay the travel allowance where possible prior to travel commencing.

**36.9** Incidental and meal allowances cannot be paid after the travel, agreed expenses shall be reimbursed to the extent substantiated by receipts and/or tax invoices. This reimbursement may not exceed the amount normally payable under this clause.

### **37. Airfare Entitlement**

**37.1** Employees with an existing entitlement to Recreation Leave Airfares will continue to receive their current allowance or an airfare.

### **38. Work Clothing**

**38.1** All grounds, custodial, cleaning and stores Employees will be provided up to five (5) shirts, five (5) skirts/culottes/trousers/shorts and protective footwear as appropriate for the work being performed.

**38.2** In addition to the above listed items, raincoats, sunscreen and hats shall be provided to Employees who are required to work outside.

**38.3** Laboratory Employees shall be provided laboratory coats and protective footwear as appropriate for the work being performed.

**38.4** All other Employees required by the University to wear a uniform will be supplied the items required to be worn in accordance with University guidelines.

**38.5** All items will be supplied on commencement of employment and replaced on a fair wear and tear basis.

**38.6** All items of clothing supplied in accordance with this clause remain the property of the University and are required to be returned to the University by the Employee upon cessation of employment.

## Part E- Leave

### 39. Common Leave Provisions

- 39.1 All paid leave under this Part is to be based on the Employee's ordinary rate of pay or rate applicable where the Employee has purchased leave.
- 39.2 Paid Leave does not break Continuous Service and counts for accrual of all entitlements.
- 39.3 Periods of unpaid leave will not constitute a Break in Service but will not count as service for accrual of all entitlements.
- 39.4 Part-Time Employees accrue leave on a pro-rata basis.
- 39.5 Periods of paid leave taken at a reduced or increased payment will accrue at the fraction being taken.
- 39.6 The University will use its best endeavours to monitor Employee workloads to ensure they are not unreasonably impacted on their return to work following an extended period of leave.

### 40. Annual Leave

- 40.1 This clause applies to all University Employees other than casual Employees.
- 40.2 A Full-Time Employee working and living in the Northern Territory or North of the 26-degree South Latitude is, entitled to six (6) weeks (220.5 hours) paid Annual Leave for each completed year of service, accrued on a pro-rata basis daily.
- 40.3 A Full-Time Employee working and living outside of the Northern Territory and South of the 26-degree South Latitude is entitled to four (4) weeks (147 hours) paid Annual Leave for each year of service accrued on a pro-rata basis daily. Any Employee who received a greater Annual Leave entitlement before this Agreement came into force will retain their previous entitlement while they remain in employment.
- 40.4 An Employee on a Fixed-Term contract may have as a term of that contract, a clause that requires the Employee to take all or part of their paid Annual Leave during the term of the contract. Leave not taken shall be paid out at the end of the contract.
- 40.5 An Employee may elect to take Annual Leave on:
  - 40.5.1 double the payment over half the period; or
  - 40.5.2 half the payment over double the period.
- 40.6 The University may cancel Annual Leave without reasonable notice under exceptional circumstances. If this occurs, the University shall reimburse the Employee all actual reasonable costs and expenses not otherwise recoverable under any insurance or from any other source.
- 40.7 An Employee who has exhausted all entitlements to paid Annual Leave may apply for up to two (2) weeks leave in advance with the approval of their Supervisor.
- 40.8 An Employee's accrued and untaken annual leave entitlement will be paid out on cessation of employment. Where the cessation of employment is due to death, such payment will be made to the Employee's' estate.

#### Direction to Take Annual Leave

- 40.9 The University may reasonably direct an Employee to take accrued Annual Leave if the Employee has an accrued Annual Leave balance in excess of 40 days or the equivalent hours or the pro-rata equivalent for Part-Time Employees, unless prior agreement has been reached about taking of the period of paid Annual Leave.

**40.10** The direction can be made to reduce the accrued Annual Leave to not less than 30 days or the equivalent pro rata amount for Part-Time Employees.

**40.11** Any direction to take leave shall be subject to at least two (2) months' notice.

#### **Annual Leave Loading**

**40.12** Employees, other than casual Employees, are entitled to receive Annual Leave Loading of 17.5% of their Annual Leave entitlement, up to the maximum payment which shall be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for adult males in the Northern Territory in the May quarter in the preceding year.

**40.13** An Employee who commences after 1 January in any year is entitled to a pro-rata Annual Leave loading for the period of service in that year.

**40.14** Annual Leave loading is to be paid in December of each year. Where an Employee ceases employment prior to the annual payment of leave loading, payment of pro rata annual leave loading applies.

#### **Cashing Out Annual Leave**

**40.15** An Employee may apply to cash out Annual Leave in accordance with the following terms:

40.15.1 Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to Annual Leave being less than four (4) weeks (20 working days) but no more than six (6) weeks (30 working days); and

40.15.2 each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing between the University and the Employee; and

40.15.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

## **41. University Closedown**

**41.1** All Employees are required to take paid Annual Leave during the end-of-year-closedown as determined by the Vice-Chancellor.

**41.2** The Vice-Chancellor will provide the dates covered by the closedown by 1 April each year for the purposes of leave planning for that year with the exception of 2022 whereby close down dates for 2022/2023 close down period will be confirmed on the signing of this Agreement. The closedown is to be no more than ten (10) paid annual leave days.

**41.3** Where the University declares closedown requiring more than five (5) days paid Annual Leave days, Employees working and living outside of the Northern Territory and South of the 26- degree South Latitude and who receive the lower Annual Leave entitlement will be granted up to five (5) days concessional leave to cover the days that exceed five (5) days mandated leave to compensate for their lower Annual Leave entitlement.

## **42. Purchased Leave**

**42.1** An Employee, other than a casual Employee, can apply to purchase up to six (6) weeks' leave per annum in addition to their Annual Leave entitlement. The Employee must agree in writing to a reduction in salary or wage over a 52-week period, equal to the additional leave purchased.

**42.2** An Employee and the University may agree to a Purchased Leave Arrangement, subject to the arrangement meeting the operational requirements of the University, University policy and the following requirements:

42.2.1 the arrangement will apply for twelve (12) months and must be negotiated annually;

42.2.2 additional leave may only be purchased in weeks, not days;

42.2.3 purchased leave counts as service for all purposes; and

42.2.4 purchased leave must be taken at a mutually agreed time during the twelve (12) month period.

42.3 Where an Employee has been unable to take the purchased leave, their salary or wage will be adjusted at the expiry of the twelve (12) month period to refund the purchased leave.

### 43. Personal Leave

43.1 Personal Leave (sick leave and carer's leave) shall be available to all Employees, other than casual Employees, for the purposes of:

43.1.1 the Employee not being fit for work because of a personal illness, or personal injury, affecting the Employee; or

43.1.2 to provide care and support to a member of the Employee's Immediate Family (inc Kinship Relationships), or a member of the Employee's household, who requires care or support because of:

a. a personal illness, or personal injury; or

b. an unexpected emergency.

This includes attendance at medical appointments.

43.2 For each year of service with the University, an Employee is entitled to:

Year of service	Entitlement to paid leave
1 <sup>st</sup>	Fifteen (15) days (110.25 hours)
2 <sup>nd</sup>	Fifteen (15) days (110.25 hours)
3rd and subsequent	20 days (147 hours)

43.3 Personal leave accumulates from year to year on the Employee's anniversary date and accrues on a daily pro-rata basis.

43.4 The maximum continuous period of Personal Leave an Employee can access immediately prior to retirement, provided the Employee's retirement date is notified in writing, is 52 weeks subject to the Employee providing evidence in accordance with subclause 43.13.1.

43.5 An Employee shall not claim personal leave while on paid Parental Leave.

43.6 Personal Leave is not paid out on cessation of employment.

#### Claim for leave while on paid annual leave

43.7 An Employee who is ill or injured while on paid Annual Leave for one (1) day or longer and who produces satisfactory medical evidence may apply for leave under this clause and have the paid Annual Leave re-credited to the extent of the leave granted under this clause.

#### Continuous Service

43.8 Paid Personal Leave under this clause does not break an Employee's continuity of service and counts as service for all purposes.

#### Leave without a Medical Certificate

43.9 Five (5) days, but no more than three (3) consecutive days, paid personal leave may be taken annually without suitable evidence being provided.

#### Notice and Evidence Requirements

43.10 An Employee must give notice to the University of the Employee's intention to take Personal Leave. Such notice must:

43.10.1 be given to the University as soon as practicable and, where possible before the Employee's expected commencement time on the day of Personal Leave; and  
43.10.2 advise the University of the period, or expected period, of the leave.

**43.11** The University will protect the privacy and maintain confidentiality of information given by an Employee.

**43.12** Where suitable evidence is required to claim paid Personal Leave, the Employee must lodge evidence with their Supervisor within five (5) working days, or as soon practicable of the Employee commencing the period of leave.

**43.13** In the relevant circumstance, suitable evidence is considered as;

43.13.1 a Medical Certificate from a Health Practitioner; or

43.13.2 other such documentation that would satisfy a reasonable person, such as a Statutory Declaration, to establish reasons for absence from work.

**43.14** In circumstances where subclause 48.13 of this Agreement is applicable, a statutory declaration cannot be used as evidence if more than ten (10) days of personal leave has been taken either consecutively, or within a twelve (12) month annual period.

## 44. Menstruation and Menopausal Leave

**44.1** This clause provides Employees with the right to self-care when experiencing symptoms of menstruation and menopause and to self-direct their work responses in these circumstances.

**44.2** Employees, other than casual Employees, are entitled to a maximum of five (5) days paid leave per calendar year, (credited on 1 January each year, pro-rata, non-cumulative) in the event of inability to perform work duties because of menstruation and menopause, and their associated symptoms.

**44.3** Paid Menstruation and Menopause leave must be taken as a minimum of half a day.

**44.4** A Medical Certificate is not required for Menstruation and Menopause leave other than when the period of leave exceeds two (2) consecutive days.

## 45. Compassionate Leave

**45.1** An Employee, other than a casual Employee, is entitled to up to six (6) days of paid compassionate leave for each occasion (a permissible occasion) if:

45.1.1 a member of the Employee's Immediate Family (inc Kinship Relationships) or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life or dies; or

45.1.2 a baby in their Immediate Family (inc Kinship Relationships) or household is stillborn; or

45.1.3 they have a miscarriage, or their current spouse or de facto partner has a miscarriage.

### Notice and evidence requirements

**45.2** An Employee must give notice of taking Compassionate Leave to their Supervisor as soon as practicable (which may be a time after the leave has started); and must advise of the expected period of the leave.

**45.3** An Employee who has given their Supervisor notice of the taking of leave must provide to the University evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion within five (5) days of returning to work.

**45.4** An Employee who is seeking additional leave under this clause may apply for other forms of leave.



## 46. Public Holidays

- 46.1 Employees, other than casual Employees, shall be entitled to be paid on gazetted public holidays observed in the State or Territory in which they are employed in.
- 46.2 Alternatively, a day in lieu at single time may be substituted by agreement between the Employee and their Supervisor.
- 46.3 If the Employee takes paid Personal Leave on a day or part-day that is a public holiday the Employee is taken not to be on paid Personal Leave on the Public Holiday.

## 47. Long Service Leave

- 47.1 All Employees are entitled to 63.7 calendar days Long Service Leave (LSL) after seven (7) years of continuous employment. LSL accumulates at a rate of nine point one (9.1) calendar days per annum. Calendar days mean every day on the calendar, including weekends and public holidays.
- 47.2 Part-Time Employees shall be paid LSL on a pro-rata basis.
- 47.3 The LSL entitlement is comprised of two components:
  - 47.3.1 the entitlement accrued during continuous employment at the University; and
  - 47.3.2 prior service with a former employer recognised (upon application) by the University.
- 47.4 Prior service is recognised for determining the qualifying period and in the value of the LSL entitlement only to the extent that the prior employer has transferred finances from that institution to the University. Where the prior employer does not transfer any finances to the University prior service recognition is applied only to the qualifying period for accessing LSL.
- 47.5 Personal leave is not available to an Employee on LSL.
- 47.6 An Employee may elect to take LSL on:
  - 47.6.1 double the payment over half the period; or
  - 47.6.2 half the payment over double the period.

### Notice Requirements

- 47.7 Approval for taking LSL is subject to operational requirements.
- 47.8 The University requires an Employee to provide six (6) months written notice of their intention to take LSL where the period of leave exceeds 20 working days however the Employee and their Supervisor may agree to a shorter notice period.
- 47.9 The University may direct an Employee to take LSL when their accrued entitlement reaches 90 calendar days. Notwithstanding this, an Employee will not be directed to take LSL within 24 months of their written stated retirement date.
- 47.10 An Employee with less than seven (7) years continuous employment, shall be entitled to pro rata LSL, when they cease to be an Employee by reason of their:
  - 47.10.1 Redundancy; or
  - 47.10.2 Retirement; or
  - 47.10.3 Death; or
  - 47.10.4 Resignation or termination (other than for serious misconduct) where they have reached their minimum age of retirement.

**48. Parental Leave**

- 48.1 The University provides Parental Leave for eligible Employees in recognition that valuing and supporting family responsibilities is central to a family friendly workplace.
- 48.2 Parental Leave includes Primary Care Giver, Partner, Adoption, Long Term Foster Parent Leave and Surrogacy Leave.
- 48.3 There is no restriction on the number of times an Employee may take Parental Leave.
- 48.4 An Employee on a Fixed-Term contract is only entitled to receive paid Parental Leave up to the end of their contract. Fixed-Term contracts shall not be extended solely for the purpose of extending a period of paid Parental Leave.

**Eligibility**

- 48.5 Eligible Employees are entitled to Parental Leave under this clause if the leave is associated with:
  - 48.5.1 the birth of a child of the Employee or the Employee’s spouse or de facto partner; or
  - 48.5.2 the placement of a child with the Employee for adoption or foster care, provided the child:
    - a. is under 16 years;
    - b. has not lived continuously with the Employee for a period of six (6) months or more;
    - c. has been placed for a period of three (3) months or more; and
    - d. is not (otherwise than by adoption) a child of the Employee or the Employee’s spouse or de factor partner.
- 48.6 An Employee must have at least ten (10) months Continuous Service to access paid parental leave.
- 48.7 A casual Employee is entitled to unpaid Parental Leave where:
  - 48.7.1 they have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
  - 48.7.2 they have a reasonable expectation of further casual employment on a regular and systematic basis.

**Paid Primary Care Giver Leave**

48.8 An eligible Employee, other than a casual Employee, who is the Primary Care Giver of the child is entitled to paid Primary Care Giver Leave in accordance with the below table:

Length of Continuous Service at the time leave is to commence	Entitlement to paid Primary Care Giver leave
At least ten (10) months	<ul style="list-style-type: none"> <li>• 16 weeks at full pay; or</li> <li>• 32 weeks at half pay.</li> </ul>
At least eleven (11) months	<ul style="list-style-type: none"> <li>• 18 weeks at full pay; or</li> <li>• 36 weeks at half pay.</li> </ul>
Twelve (12) months or more	<ul style="list-style-type: none"> <li>• 22 weeks at full pay; or</li> <li>• 44 weeks at half pay.</li> </ul>
36 months or more	<ul style="list-style-type: none"> <li>• 26 weeks at full pay; or</li> <li>• 52 weeks at half pay.</li> </ul>

### **Unpaid Primary Care Giver Leave**

- 48.9** Once paid Primary Care Giver leave has been exhausted, an eligible Employee is entitled to unpaid Primary Care Giver Leave up to an aggregate of 52 weeks and an additional 52 weeks upon application.
- 48.10** An Employee on unpaid Primary Care Giver leave may take accrued Annual Leave or Long Service Leave in lieu of unpaid leave.
- 48.11** An eligible Employee with twelve (12) months Continuous Service shall be entitled to 52 weeks leave without pay to care for a child up to the child's sixth birthday with at least three (3) months' notice.

### **Partner Leave**

- 48.12** Ten (10) days paid Partner Leave is available to an Employee, other than a casual Employee, who is not the Primary Care Giver, on the birth of the child or where adoption or long term foster care commences.
- 48.13** Paid Partner Leave may be taken at half pay.
- 48.14** An Employee with twelve (12) months or more Continuous Service shall be entitled to an aggregate of 52 weeks (comprising of paid and unpaid) Partner Leave up to the child's first birthday. An Employee (other than a casual Employee) with less than twelve (12) months but more than ten (10) months Continuous Service shall be entitled to 26 weeks unpaid Partner Leave up to the child's first birthday.

### **Special Parental Leave**

- 48.15** Where a pregnancy terminates after 16 weeks, other than by the birth of a living child, the pregnant Employee, other than a casual Employee, may then access half the entitlements of the Primary Care Giver Leave.
- 48.16** Under these circumstances, an Employee is entitled to access other forms of leave in addition to Parental Leave for a period deemed necessary by a registered Medical Practitioner.
- 48.17** In the event the pregnancy terminates before 16 weeks, the Employee can access Compassionate Leave in accordance with Clause 45. Compassionate Leave or may elect to take their available Personal Leave in place of any unpaid leave. Additional unpaid leave shall be available for a period certified as necessary by a registered Medical Practitioner.

### **Adoption Leave - Under School Age**

- 48.18** Adoption Leave – Under School Age is available to an Employee, other than a casual Employee, at the date of taking custody of a child under school age, who is not the birth child of the Employee or the Employee's spouse or de facto partner and who has not lived continuously with the Employee for six (6) months or longer as at the day of placement.
- 48.19** The Adoption Leave – Under School Age entitlement is equivalent to Paid Primary Care Giver leave.
- 48.20** An additional two (2) days unpaid leave shall be available for attending compulsory interviews in connection with the adoption.

### **Adoption Leave – School Age**

- 48.21** Adoption Leave – School Age is available at the date of taking custody of a child of school age, who is not the birth child of the Employee or the Employee's spouse or de facto partner and who has not lived continuously with the Employee for six (6) months or longer as at the day of placement.
- 48.22** The Adoption Leave – School Age entitlement to an Employee, other than a casual Employee, is twelve (12) weeks paid leave with up to an additional 40 weeks unpaid leave.

**48.23** An additional two (2) days unpaid leave shall be available for attending compulsory interviews in connection with the adoption.

**Long Term Foster Parent/ Kinship Carer Leave**

**48.24** An Employee, other than a casual Employee, who fosters a child or becomes a Kinship Carer is entitled to three (3) weeks paid Foster Parent/Kinship Carer Leave at the date of taking custody of the child provided the foster period is for three (3) months or more.

**48.25** An additional two (2) days unpaid leave shall be available for attending compulsory interviews in connection with the fostering of the child.

**Surrogacy Leave**

**48.26** An eligible Employee, other than a casual Employee, who acts as a surrogate and has had at least twelve (12) months or more Continuous Service at the time the leave is to commence, is entitled to twelve (12) weeks paid Surrogacy Leave.

**Notice and Evidence Requirements**

**48.27** The manner in which the Parental Leave is to be taken should be discussed and planned with the Employee’s Supervisor at the beginning of the application process.

**48.28** Parental leave must commence as follows:

Type of parental leave	Time of commencement
A pregnant Employee accessing Paid Primary Care Giver Leave	Six (6) weeks prior to the expected date of birth of the child. If commencing within six (6) weeks of the expected date of birth, medical evidence of fitness to continue working may be required.  The Employee may apply to commence the leave up to 20 weeks prior to the expected date of birth on medical or compassionate grounds.
Primary Care Giver accessing paid parental leave including Adoption – Under School Age (other than a pregnant Employee)	On the date of birth or placement or one (1) week prior to birth or placement.
Paid Adoption Leave – School Age and Long Term Foster Leave	On the date of placement or one (1) week prior to placement
Paid Partner Leave	Must be taken within the first six (6) months of the child being born, adopted, or foster care commencing.
Unpaid Parental Leave (other than a pregnant Employee)	On the date of birth or day of placement of the child, or immediately following their Partner’s Parental Leave if an Employee Couple is sharing the entitlement.

**48.29** The standard notice period to commence a period of leave or vary a period of leave is four (4) weeks with the exception of subclauses 48.9 –48.11- Unpaid Primary Care Giver Leave.

**48.30** Medical evidence certifying the expected date of birth should be provided before a period of Parental Leave can commence and ideally not less than ten (10) weeks before the birth date.

- 48.31** A Pregnant Employee providing medical evidence certifying the expected date of birth, shall be credited with an additional five (5) days Personal Leave, for medical check-ups or illness directly related to the pregnancy.
- 48.32** An Employee will be transferred to a safe job where medical evidence is provided that indicates continuing to work in the Employee's current job creates a risk to the Employee's wellbeing. No loss of remuneration will occur while working in the safe job. Where it is not possible to transfer the Employee to a safe job the Employee may be required to take leave for such a period as recommended by a registered Medical practitioner.
- 48.33** An Employee at the time of applying for Adoption or Foster related Parental Leave must provide a statement, as part of the leave application, from the adoption or foster agency/government authority.
- 48.34** Other Leave may be accessed prior to the expected birth of the child for medical check-ups or illness directly related to the pregnancy.

### **Returning to Work**

- 48.35** The University encourages a minimum of six (6) weeks be taken following the birth of the child. If returning to work within six (6) weeks medical evidence of fitness to resume work may be required.
- 48.36** Return to work may be on a Full-Time or Part-Time basis, subject to operational requirements.
- 48.37** An Employee returning to work after a period of Parental Leave will return to their pre-parental leave position, or if that position no longer exists, a suitable alternative position.
- 48.38** On return to work regular paid breaks for breast-feeding and expressing breast milk are available and should be arranged with the Supervisor.
- 48.39** An Employee, who is breastfeeding, will be entitled to paid lactation breaks and access to a clean private space. Breast feeding Employees should also have access to a clean sink and refrigeration facility.

### **Shared Parental Leave arrangements for Employee Couples**

- 48.40** Where both parents are University Employees and are sharing the primary care of the child between them, they are able to share their entitlements under this clause provided that the overall entitlement does not exceed that of one (1) Primary Care Giver and one (1) Partner.

## **49. Community Service Leave**

- 49.1** An Employee who engages in an eligible community service activity is entitled to be absent from their employment on Community Service Leave.

### **Eligibility**

- 49.2** This clause does not apply to casual Employees.
- 49.3** Eligible community service activities include:
- 49.3.1 a voluntary emergency management activity;
  - 49.3.2 jury service (including attendance for jury selection) that is required by or under relevant legislation;
  - 49.3.3 a witness in a civil, criminal or industrial matter;
  - 49.3.4 a significant cultural or ceremonial event;
  - 49.3.5 a national or international sporting event where the Employee is a participant or appointed as a recognised national or international official; or
  - 49.3.6 Defence Force training (either an annual training camp, or one school or course of instruction).

## Entitlement

- 49.4** Eligible Employees may access up to ten (10) days of paid community service leave per annum for purposes of:
- 49.4.1 time when the Employee engages in the activity;
  - 49.4.2 reasonable travelling time associated with the activity; and
  - 49.4.3 reasonable rest time immediately following the activity.
- 49.5** Community Service Leave is not cumulative from year to year.
- 49.6** This Agreement is not intended to apply to the exclusion of laws of the Commonwealth, State or Territory.

## Approval and Notice Requirements

- 49.7** An Employee must make a written application to their Supervisor requesting access to Community Service Leave.
- 49.8** Notice must be given to the Supervisor as soon as practicable (which may be a time after the absence has started) and must advise the Supervisor of the period, or expected period, of the absence.
- 49.9** An Employee is required to provide evidence that would satisfy a reasonable person that the approved period of absence is because the Employee has been or will be engaging in an eligible community service activity.

## 50. Domestic Violence Leave

- 50.1** Employees experiencing domestic, family or sexual violence, as defined by the relevant State or Territory Legislation, may seek time off for remedying activities, including but not limited to:
- 50.1.1 seeking safe accommodation;
  - 50.1.2 attending medical appointments;
  - 50.1.3 attending counselling appointments;
  - 50.1.4 attending court hearings;
  - 50.1.5 accessing legal advice; or
  - 50.1.6 organising alternative care or education arrangements for children.
- 50.2** An Employee shall have access to fifteen (15) days paid Domestic Violence Leave per annum in addition to other forms of leave under this Agreement.
- 50.3** Domestic Violence Leave is not cumulative from year to year.
- 50.4** Applications for leave will be dealt with confidentially and sensitively, and can be sent directly to the Director, People and Culture.
- 50.5** The University may request reasonable evidence that the leave was used for the purpose of the remedying activities. Evidence will only be sighted, and no copies will be made or recorded.
- 50.6** An Employee, including a casual Employee, who has exhausted all leave under this clause may make application to the Vice-Chancellor to undertake remedying activities.
- 50.7** Reasonable adjustments should be considered to ensure the individual's safety in the workplace (e.g different work locations, removal of phone listing or changes to contact details).

## 51. First Nations People Leave

- 51.1** First Nations Employees, other than casual Employees, are entitled to paid leave up to a maximum of five (5) working days, and unpaid leave up to an additional ten (10) working days, per calendar year for the purpose of:
- 51.1.1 bereavement leave (in addition to compassionate leave) for an Immediate Family member (this includes traditional kinship relationships of equivalent significance);
  - 51.1.2 participating in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week;
  - 51.1.3 fulfilling ceremonial obligations of a traditional or urban nature, which may include cultural events, initiations, birthing's and naming's, funerals and smoking or cleansing, sacred site or land ceremonies or other relevant cultural events; and
  - 51.1.4 other grounds approved by the University.
- 51.2** First Nations People Leave is not cumulative from year to year.

## 52. Gender Affirmation Leave

- 52.1** An Employee, other than a casual Employee, who is affirming their gender is entitled to up to 30 days' paid leave annually for purposes associated with that affirmation.
- 52.2** In addition to any paid leave, Employees are eligible to access unpaid leave of up to twelve (12) months in total.
- 52.3** The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to affirming their gender, or any other similar activity related to the Employee's affirmation.
- 52.4** The Employee may 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, a letter from a Legal Practitioner, or a statutory declaration.
- 52.5** Applications for leave will be dealt with confidentially and sensitively, and should be sent directly to the Director, People and Culture. Evidence will only be sighted, and, upon request, no copies will be made or recorded.
- 52.6** An Employee may make reasonable requests for changes to hours of work, other appropriate flexible working arrangements, changes to names and/or email addresses and other reasonable support to assist the Employee and their co-workers to transition/co-transition.

## 53. Leave Without Pay

- 53.1 The University may grant Leave Without Pay to an Employee and in accordance with the relevant University policy or procedures.
- 53.2 This clause does not apply to casual Employees.
- 53.3 Any period of Leave Without Pay granted under this clause will not exceed twelve (12) months in the first instance. The University has absolute discretion as to whether any application regarding a second or subsequent instance is approved.
- 53.4 The minimum period of Leave Without Pay that may be granted is one (1) hour.
- 53.5 The University may require that an Employee has exhausted all Annual Leave and Long Service Leave before granting Leave Without Pay other than for personal leave.
- 53.6 An Employee applying for Leave Without Pay for a period of twelve months (12) or more, will give six (6) months written notice to the Senior Manager, unless a lesser period is agreed.
- 53.7 An Employee will confirm their intention to return to the University prior to the end of the leave period except where the leave is for reasons of providing care or instances of personal illness or injury as per Clause 43. Personal Leave.
- 53.8 No payment will be made for a Public Holiday falling within a period of Leave Without Pay.

## 54. Other Paid Leave

- 54.1 The Vice-Chancellor may approve other paid leave in special circumstances such as extreme weather events, pandemics, natural disasters or in situations of state of emergency.
- 54.2 The University Critical Incident Controller on the advice of the Vice-Chancellor will communicate this leave being made available including the application requirement.
- 54.3 The Vice-Chancellor will consider individual applications as the need arises and will provide leave according to the reasonable needs of the Employee. This leave will be provided from one (1) day to any number of days in considering the impact of the circumstance.
  - 54.3.1 Applications to access this leave should be made to the Director, People and Culture in writing where possible. Retrospective applications will be considered where the Employee was unable to apply at the time, however, must be submitted within a reasonable timeframe.
- 54.4 Accessing leave provided for under this clause shall not reduce other leave entitlements.



## Part F- Employee Development, Performance and Conduct

### 55. Employee Development and Career Planning

- 55.1** The University is committed to developing, promoting, and delivering learning and development activities for Employees that support the achievement of the University's strategic objectives.
- 55.2** The University will:
- 55.2.1 provide Employees with a range of centrally-funded training and development opportunities through People and Culture, and externally delivered programs related to the University's work;
  - 55.2.2 provide centrally-funded professional development opportunities which will be open to application from all Employees, including casual Employees in limited circumstances;
  - 55.2.3 take reasonable steps to widely advertise all centrally- funded professional development opportunities to Employees; and
  - 55.2.4 Report to Joint Consultative Committee annually on professional development programs offered and their uptake.
- 55.3** Employees are required to participate in a career development and planning review process with their Supervisor, this review should occur at least twice each year.
- 55.4** Either the Employee or the Supervisor may initiate the career development and planning review discussion.
- 55.5** The career development and planning review process aims to assist Employees to perform at their optimum level. Supervisors are expected to provide timely and ongoing feedback in a professional and constructive manner.
- 55.6** The University is responsible for publishing the Academic Performance Expectations.
- 55.7** The career development and performance review may include an assessment of:
- 55.7.1 performance over the preceding period including achievements and positive outcomes;
  - 55.7.2 alignment and achievement against strategic goals and business plans;
  - 55.7.3 how progress and outcomes will be assessed in the future; and/or
  - 55.7.4 ongoing capability and career development.
- 55.8** Development and training opportunities will be provided through a transparent process.
- 55.9** Employee development and training activities shall be linked to the Employee's ongoing capability and career development.
- 55.10** Issues of Unsatisfactory Performance will be addressed in accordance with Clause 58- Unsatisfactory Performance and not this clause.

### 56. Academic Principles of Promotion

- 56.1** This clause does not apply to Professional or casual Employees
- 56.2** Academic promotion is based on demonstrated leadership and/or contribution in the University's Core Business areas supported by internal and external assessment. Expectations will vary in accordance with the seniority of the position, HE or VET classification and the specific role or roles in which the Employee is or has been classified (such Teaching Focused, Research Active, and Research Focused).
- 56.3** Where the Employee has been employed to service one area of business only and in a specific role, the need of the organisation to have an Employee at a higher academic level in that specific role must also be taken into account.
- 56.4** Applications for academic promotion will be called for at least annually.

- 56.5 Applicants must provide evidence of achievement in each area that forms part of their specific case for promotion.
- 56.6 The University Academic Promotions Committee will assess all applications on an individual, non-peer competitive basis and make recommendations to the Vice-Chancellor for approval.
- 56.7 Successful applications for promotion will take effect from 1 January of the year following application.
- 56.8 All promotions will be to the first salary point of the level to which the applicant is promoted.
- 56.9 Unsuccessful applicants may obtain feedback on their application from the Chair of the Committee.

## 57. Disciplinary Principles

- 57.1 The University is committed to ensuring procedural fairness with respect to all decisions made on the taking of Disciplinary Action against any of its Employees. All decisions to terminate employment shall be in accordance with this Agreement.
- 57.2 Where the University has formed the view that Disciplinary Action is to be taken, the Employee will be allowed the opportunity to present any evidence that they may seek to rely on as mitigating circumstances or other matters in their defence.
- 57.3 An Employee whose conduct is subject to the clauses of this Part of the Agreement may seek advice and assistance from a representative of the Union or a support person.
- 57.4 Once a matter has commenced under this Part of the Agreement neither the University nor the affected Employee or the Union can refer the matter to be dealt with under the University grievance processes or under the Dispute Resolution procedures contained in Clause 63- Dispute Resolution of this Agreement.
- 57.5 If the allegations are of a type that may lead to termination of employment, the Employee may be suspended immediately with or without pay at the direction of the Vice-Chancellor who will advise the Employee of the length of suspension.
  - 57.5.1 During any period of suspension, the Employee may be excluded from the University provided that they will be permitted reasonable access to the institution for the preparation of their response and to collect personal property.
  - 57.5.2 Suspension may occur at any time during the processes relating to Misconduct.
  - 57.5.3 Suspension without pay must be on the basis of a prima facie case of Misconduct that would lead to termination and will not be unduly long as a result of actions or omissions of the University.

## 58. Unsatisfactory Performance

- 58.1** This clause does not apply to casual Employees or Employees on probation.
- 58.2** If an Employee is not meeting University performance expectations as stated in Clause 2. Definitions, of Unsatisfactory Performance, the University may take action to address the Unsatisfactory Performance.
- 58.3** The University shall informally attempt to address the Unsatisfactory Performance with the Employee.
- 58.4** If the performance remains unsatisfactory, before taking any Disciplinary Action as defined below, the University shall take measures to assist the Employee to improve their performance. Such actions may include:
- 58.4.1 discussing the matter informally with the Employee;
  - 58.4.2 providing the Employee, the opportunity to respond to any concerns raised;
  - 58.4.3 arranging performance counselling for the Employee;
  - 58.4.4 providing and periodically reviewing an Employee's performance against a performance improvement plan;
  - 58.4.5 undertaking any other action that is appropriate; and
  - 58.4.6 supporting the Employee to address the Unsatisfactory Performance and identifying areas where professional development may occur.
- 58.5** The Supervisor will advise the Employee in writing of the areas of performance that require improvement and measures to assist the Employee to improve their performance within a reasonable timeframe.
- 58.6** If the Supervisor determines that the Employee has demonstrated the required improvement, the Supervisor will advise the Employee in writing that the performance has reached a satisfactory level.
- 58.7** The **Unsatisfactory Performance** process may recommence if the Employee does not continue to meet the previously identified performance expectations within twelve (12) months of the date of the notice provided at subclause 58.5.
- 58.8** If the measures to assist the Employee to improve their performance within a reasonable timeframe are not successful, the Supervisor will advise the Employee in writing that;
- 58.8.1 the timeframe to improve their performance has been extended; or
  - 58.8.2 a recommendation has been made to the Senior Manager for Disciplinary Action to be taken.
- 58.9** The recommendation to the Senior Manager shall detail the Unsatisfactory Performance and the remedial action taken to date. Upon receipt of the recommendation the Senior Manager will satisfy themselves that the appropriate steps have been taken to improve the Unsatisfactory Performance in accordance with this clause.
- 58.10** The Employee will be provided with a copy of the recommendation and will have ten (10) working days to provide a response to the recommendation.
- 58.11** The Senior Manager will consider the Supervisor's recommendation and the Employee's response and will either take no further action, refer the matter back to the Supervisor or take Disciplinary Action. Where a recommendation has been made that Disciplinary Action be taken, the Vice-Chancellor will determine the Disciplinary Action and notify the Employee prior to taking any action.
- 58.12** Where the Vice-Chancellor makes a decision to terminate employment of the Employee, and the Employee believes that there has been procedural unfairness during the Unsatisfactory

Performance process, they may within five (5) working days of receipt of the Vice-Chancellor's written decision, seek a review on the grounds of procedural unfairness.

**58.13** The Employee's application must:

- 58.13.1 be in writing to the Director, People and Culture;
- 58.13.2 clearly state where the Employee believes procedural fairness has not been applied; and
- 58.13.3 provide sufficient detail to cite one or more demonstrable errors in the process.

**58.14** A review of procedural fairness will be undertaken by a member of the University's Senior Executive Team as agreed with the relevant Union or where no Union representing as directed by the Vice-Chancellor, with regard to the following:

- 58.14.1 they will not have a personal or professional interest in the outcome of the review; nor have been involved in any way in the process nor hold a position in the same College or Area as the Employee;
- 58.14.2 they will act quickly, fairly, impartially, and confidentially; and
- 58.14.3 will provide a report to the Director, People and Culture within five (5) working days of receiving the request to conduct the review.

**58.15** If the report concludes that the process set out within this clause was properly followed, the Director, People and Culture will advise the Employee within five (5) days after receipt of the report that any decision taken by the Vice-Chancellor stands.

**58.16** If the review concludes that the process set out within this clause was not properly followed, the Vice-Chancellor may reconsider their decision and take such steps to remedy the perceived unfairness as may seem reasonable.

**58.17** The University will consider any reasonable request by the Employee or their representative to extend the periods under this clause.

**Termination for Unsatisfactory Performance**

**58.18** An Employee terminated for Unsatisfactory Performance shall be provided the following notice period:

Period of Continuous Service	Period of Notice
Not more than 1 year	One (1) week
One (1) year but less than three (3) years	Two (2) weeks
Three (3) years but less than five (5) years	Three (3) weeks
Five (5) years or over	Four (4) weeks

In addition to this notice, an Employee over the age of 45 years at the time notice is given and with not less than two (2) years Continuous Service is entitled to an additional one (1) week notice.

## 59. Conduct in the Workplace

- 59.1** Nothing in the clause shall prevent, in matters of a less serious nature, an issue of misconduct being raised with an Employee and resolved through local action. Notwithstanding an amicable resolution, all matters under this clause must be reported as soon as practicable to the Director, People and Culture
- 59.2** Misconduct means conduct that is not Serious Misconduct, but which is nonetheless unsatisfactory.
- 59.3** Serious Misconduct means:
- 59.3.1 wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - 59.3.2 conduct that causes serious and imminent risk to:
    - a. the health or safety of a person; or
    - b. the reputation, viability or profitability of the University.
- 59.4** Conduct that is Serious Misconduct includes each of the following:
- 59.4.1 the Employee, in the course of the Employee's employment, engaging in:
    - a. theft; or
    - b. fraud; or
    - c. assault; or
    - d. sexual harassment;
  - 59.4.2 the Employee being intoxicated at work;
  - 59.4.3 serious research misconduct;
  - 59.4.4 breaches of the University's Code of Conduct- Staff and/or University policies;
  - 59.4.5 repeated Misconduct of the same nature; and
  - 59.4.6 the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
- 59.5** Subclause 59.4 does not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.
- 59.6** For subclause 59.4.2, an Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform.
- 59.7** Conduct that would otherwise constitute Serious Misconduct under this clause does not cease to be Serious Misconduct solely on the ground that it occurred prior to the commencement of employment with the University.
- 59.8** Where the matter involves an allegation of research misconduct, the investigation will be conducted in accordance with this clause and consistent with the provisions of the Australia Code of Conduct for Responsible Conduct of Research, associated guides, or successor documents.
- 59.9** Where an Employee is suspected to have engaged in Misconduct and/or Serious Misconduct, the relevant Senior Manager, or their nominee, will undertake a preliminary investigation in Consultation with People and Culture to determine if allegations should be made. The preliminary investigation will include:
- 59.9.1 interviewing the Employee suspected of engaging in Misconduct/Serious Misconduct;
  - 59.9.2 interviewing, where possible, all relevant parties including those identified as witnesses by the Employee who is suspected of the Misconduct/Serious Misconduct; and

59.9.3 reviewing all relevant documentation pertinent to the suspected Misconduct/Serious Misconduct, including any documentation referenced by the Employee suspected of Misconduct/Serious Misconduct.

**59.10** Where it is determined that allegations should be made, People and Culture will prepare and present the allegations to the Employee, and the Employee will be provided with ten (10) working days to respond to the allegation/s.

**59.11** On receipt of the Employee's response People and Culture shall provide the Vice-Chancellor with a written report including the Employee's response.

**59.12** The Vice-Chancellor's decision will be provided to the Employee in writing, via People and Culture within ten (10) working days of receipt of the Employee's response and will advise of the steps being taken by the University.

**Allegation denied and not proven**

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

**Allegation admitted by Employee.**

**59.14** If the allegations are admitted in full or part by the Employee and the Vice-Chancellor is of the view that the conduct amounts to Misconduct or serious Misconduct, the Vice-Chancellor may:

59.14.1 take Disciplinary Action other than termination in the case of Misconduct;

59.14.2 take Disciplinary Action in the case of serious Misconduct; or

59.14.3 refer the matter back to the Senior Manager for further action; or

59.14.4 take no further action.

**59.15** The Vice-Chancellor, via People and Culture, shall advise the Employee in writing of the decision and operative date.

**Allegation denied by Employee - Misconduct.**

**59.16** If the allegation/s are denied in part or in full or if the Employee has not responded to the allegation/s, and if the Vice-Chancellor is of the view that there has been Misconduct but not Serious Misconduct, the Vice-Chancellor may act on the evidence to hand, such as by:

59.16.1 take Disciplinary Action other than termination of employment; or

59.16.2 referring the matter back to the Senior Manager for further action; or

59.16.3 taking no further action.

**59.17** The Vice-Chancellor, via People and Culture, shall advise the Employee in writing of the decision and operative date.

**Allegation denied by Employee – Serious Misconduct**

**59.18** If the allegations are denied by the Employee and the Vice-Chancellor believes that Serious Misconduct has occurred, the Vice-Chancellor may take Disciplinary Action as follows:

59.18.1 formal written reprimand; and/or

59.18.2 censure and/or counselling; and/or

59.18.3 withholding of an increment; or

59.18.4 termination of employment.

**59.19** The Vice-Chancellor shall advise the Employee, via People and Culture in writing of the outcome and any decision including the operative date of the action.

## Independent Reviewer

- 59.20** An Employee will not be entitled to seek a review of a decision to take Disciplinary Action, other than where termination of employment or demotion is recommended.
- 59.21** If the allegation/s are denied by the Employee and the Vice-Chancellor is of the view that Serious Misconduct has occurred, and the Employee believes that there has been procedural unfairness during the investigation of the allegation/s, they may, within five (5) working days of the Vice-Chancellor's written decision, seek a review on the grounds of procedural unfairness. The Employee's application must:
- 59.21.1 be in writing to the Director, People and Culture; and
  - 59.21.2 clearly state where the Employee believes procedural fairness has not been applied; and
  - 59.21.3 provide sufficient detail to provide one or more demonstrable errors in the process.
- 59.22** A review of procedural fairness will be undertaken by a member of the University's Senior Executive Team as agreed with the relevant Union or where no Union is representing the Employee, as directed by the Vice-Chancellor, with regard to the following:
- 59.22.1 they will not have a personal or professional interest in the outcome of the review; nor have been involved in any way in the process nor hold a position in the same College or Area as the Employee; and
  - 59.22.2 they will act quickly, fairly, impartially and confidentially; and
  - 59.22.3 they will provide a report to the Director, People and Culture within five (5) working days of receiving the request to conduct the review.
- 59.23** If the review of procedural fairness is found to be unsubstantiated, the Director, People and Culture will advise the Employee that the Vice-Chancellor's original decision stands and demotion or termination will take effect immediately in accordance with subclause 59.26.
- 59.24** If the review of procedural fairness is substantiated, the Director, People and Culture will refer the review report to the Vice-Chancellor for consideration, who may:
- 59.24.1 refer the matter to the Senior Manager of the Employee's work area for further information regarding the investigation and determine if the allegations should be re-investigated or withdrawn; or
  - 59.24.2 immediately advise the Employee in writing that the allegation/s have been withdrawn, and may, by agreement with the Employee, publish the advice in an appropriate manner.
- 59.25** Nothing in this clause shall prevent the Vice-Chancellor from referring a question of alleged Misconduct or Serious Misconduct back to the Employee's Senior Manager for further investigation.
- 59.26** If the Vice-Chancellor decides to terminate the employment of the Employee, the Vice-Chancellor, under this clause, may dismiss the Employee.
- 59.27** An Employee whose employment is terminated on the grounds of Serious Misconduct will not receive termination pay.
- 59.28** Where an Employee has been suspended without pay pending the decision of the Vice-Chancellor, any lost income shall be reimbursed if there was no Serious Misconduct. However, a decision taken by the Vice-Chancellor at their discretion not to dismiss or impose another penalty, shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 59.29** All action by the Vice-Chancellor under this clause is final, except that in the case of termination of employment nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

## Part G- Consultation and Dispute Resolution

### 60. Security of Employment

- 60.1** The University highly values its Employees and is committed to providing security of employment and, wherever possible, to retaining the services of, and offering ongoing opportunities to Employees.
- 60.2** The University will explore available options to mitigate the impact of any reductions in any category of employment. Where practicable, reductions in the size of the University's workforce will occur, in the first instance, through natural attrition and voluntary measures.

### 61. Consultation and the Introduction of Change

- 61.1** The University is committed to open discussion with Employees and their Union or nominated representative on the introduction of change that may lead to Major Change. Consultation shall focus on measures to reduce job loss and the adverse effects of the proposed Major Change including measures to mitigate these affects.
- 61.2** The parties acknowledge that sound management of workplace change requires Consultation with and involvement of the Employees who will be directly affected by the proposed Major Change. At all stages of the Consultation affected Employees are entitled to be represented.
- 61.3** Where the University has developed a proposal to introduce Major Change, the University shall notify and consult with Employees, the Unions and any other nominated Employee representatives. As part of the Consultation a formal written change proposal shall be developed. Where relevant, this formal proposal will include the following detailed information:
- 61.3.1 nature and rationale;
  - 61.3.2 proposals to mitigate negative effects including training and redeployment;
  - 61.3.3 expected outcomes including expected advantages and disadvantages;
  - 61.3.4 ways to minimise any disadvantages to occupational health and safety in the workplace;
  - 61.3.5 financial implications;
  - 61.3.6 the timing of the implementation of change including a timeframe for evaluating the change;
  - 61.3.7 implications for Employees including changes in duties, position profiles, number of Employees, workload, work environment; and
  - 61.3.8 mechanisms for assessing and reporting on the progress of the change.
- 61.4** The University shall convene a meeting with the Unions or nominated representatives and the affected Employees on the proposed Major Change and give genuine consideration to any potential alternative proposals.
- 61.4.1 The University shall provide the draft change proposal to affected Employees and the Unions and advise of the meeting with at least two (2) working days' notice.
- 61.5** The University shall provide the opportunity for the Unions or nominated representatives and affected Employees to submit written responses within the set Consultation timeframe.
- 61.6** The University shall give genuine consideration to matters raised during the stated formal Consultation period by Employees, their nominated representative and Unions. A management response document will be released with the Final Change Document.
- 61.7** The University will continue to consult with and support Employees who are affected during the implementation of significant workplace change, and will seek to avoid or mitigate against any detrimental outcomes for affected Employees.



- 61.8** Notwithstanding subclause 61.1, University management will, from time to time, discuss, explore and plan organisational change, major and minor, in confidence with Employees and their Union or nominated representative, with the aim of achieving some strategic or tactical goal that benefits the organisation as a whole.
- 61.9** Parties may request that some Consultation be in confidence. Any such reasonable request will be honoured.

#### **Change to regular roster or ordinary hours of work**

- 61.10** For a change to the Employees' regular roster or ordinary hours of work, the University shall:
- 61.10.1 provide information to the Employees, the Unions, and any other nominated Employee representatives, to consult about the change;
  - 61.10.2 invite the Employees, the Unions and any other nominated Employee representatives, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - 61.10.3 consider any views given by the Employees, the Unions and any other nominated Employee representatives, about the impact of the change.

## **62. Joint Consultative Committee**

- 62.1** The parties continue their commitment to Consultation and communication through the operation of a Joint Consultative Committee (JCC) which will meet on a quarterly basis under normal circumstances.
- 62.2** The JCC shall comprise:
- 62.2.1 Chair nominated by the Vice-Chancellor; and
  - 62.2.2 An equal number of representatives from the University and combined Union representation.
- 62.3** The role of the JCC is to facilitate Consultation between the University and Employees on workplace relations and human resource matters by:
- 62.3.1 providing a forum to raise workplace relations issues;
  - 62.3.2 providing a forum for Unions to request engagement with University management and obtain information on University financial matters and proposed strategic direction;
  - 62.3.3 monitoring the ongoing implementation of this Agreement and;
  - 62.3.4 reviewing and monitoring University policies and procedures that deal with conditions of employment by providing feedback on those policies through the University's policy review process.
    - a. People and Culture will forward to all JCC members new and proposed amendments to University policies and procedures that deal with conditions of employment.
    - b. Any feedback from JCC members to policies or procedures proposed in accordance with subclause 62.3.4 of this Agreement, will be made within the timeline provided through the University's policy feedback system.
- 62.4** The University will provide information and data to the JCC annually, on:
- 62.4.1 the development and implementation of the First Nations Workforce Plan including:
    - a. progress of implementation of action items as identified in the Plan;
    - b. number of First Nations People Employees by classification level and contractual status;
    - c. number of First Nations People Employees by classification level and contractual status as compared to positions occupied by non-First Nations People Employees; and
    - d. data on participation of First Nations People Employees in cultural and ceremonial activities to the extent that Employees have applied for leave to attend.

- 62.4.2 the total Full Time Equivalent of Employees employed on a casual basis and the total number of casual Employees as at 31 March each year (reported to the next meeting of JCC once the data becomes available); and
- 62.4.3 other significant issues raised by the University or the Unions or as stipulated within this Agreement.

## 63. Dispute Resolution

- 63.1 This dispute clause applies where a dispute arises about a matter dealt with by this Agreement and/or in relation to the NES.
- 63.2 All parties to the Agreement are able to raise a dispute and be represented in the dispute procedure.
- 63.3 Each step in the dispute procedure must be followed before proceeding to the next step.
- 63.4 While the dispute procedure is being conducted;
  - 63.4.1 work will continue in the normal manner, prior to the dispute arising unless the Employee has a reasonable concern about imminent risk to their health and safety; and
  - 63.4.2 neither party to the dispute will take actions to exacerbate the dispute whilst a matter is being dealt with under this clause.
- 63.5 Parties to the dispute will attempt to resolve the issues at the local level in the first instance.
- 63.6 Where the dispute is not resolved, or is impracticable to settle locally, either party to the dispute may refer the dispute to the Director, People and Culture in writing.
- 63.7 Where a dispute is lodged, it shall:
  - 63.7.1 set out in writing the provision of the Agreement or NES to which the dispute relates; and
  - 63.7.2 state the outcome being sought.
- 63.8 Upon receipt of written notice of a dispute to the Director, People and Culture, the parties will discuss the dispute and attempt to reach agreement within ten (10) working days.
- 63.9 The parties may agree to adopt an interim resolution on a trial basis.
- 63.10 If the dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 63.11 If the dispute is not resolved by the Director, People and Culture within fifteen (15) working days of the written notice of the dispute:
  - 63.11.1 either party may refer the dispute to the FWC; or
  - 63.11.2 by agreement, to another person or body for resolution.
- 63.12 If the dispute is referred to:
  - 63.12.1 the FWC, the FWC may deal with the dispute through conciliation and/or arbitration in order to resolve the dispute; or
  - 63.12.2 another person or body, then that person or body may deal with the dispute as agreed by the parties.
- 63.13 The parties agree to be bound by and implement any order, decision, or recommendation of the FWC or other applicable person/body as agreed by the parties.
- 63.14 Where reasonably practicable disputes should be referred to the Director, People and Culture or FWC for resolution within fifteen (15) working days or as otherwise agreed between the parties. If a party to a dispute does not respond or refuses to progress matters within this timeframe without reasonable or legitimate reasons, then the dispute may be considered to have lapsed.
- 63.15 The parties to a dispute may extend timeframes under this clause by written agreement.

**63.16** A dispute commenced under the Charles Darwin University and Union Enterprise Agreement 2018 but not concluded at the time at which this Agreement becomes operational, shall continue to be dealt with in accordance with the relevant provisions that applied under that Agreement. For the purposes of this subclause the relevant provisions of the Charles Darwin University and Union Agreement 2018 are deemed to be provisions of this Agreement for the duration of the dispute. Any steps already taken in that process will be recognised and accepted by the parties.

## Part H- Ceasing Employment

### 64. Notice of Termination

- 64.1 Termination of employment may only occur once the provisions of this Agreement have been followed.
- 64.2 The Vice-Chancellor may terminate the employment of an Employee if they have not met stipulated contractual obligations specified in their employment contract provided the Employee has been given a reasonable opportunity to meet the contractual arrangements.
- 64.3 Employees terminated for not meeting contractual obligations shall receive the following notice period:

Period of Continuous Service	Period of Notice
Not more than 1 year	One (1) week
One (1) year but less than three (3) years	Two (2) weeks,
Three (3) years but less than five (5) years	Three (3) weeks,
Five (5) years or over	Four (4) weeks,

In addition to this notice, an Employee over the age of 45 years at the time notice is given and with not less than two (2) years Continuous Service is entitled to an additional one (1) week notice.

### 65. Resignation

- 65.1 Notice periods are required in writing from an Employee to the University in accordance with the below:
- 65.1.1 **Academic Employees** 40 working days or end of current teaching/research commitments, whichever is the greater. Teaching commitments include delivery, marking, assessment, moderation and input of results.
- 65.1.2 **Professional Employees** up to Level 7: 20 working days
- 65.1.3 **Professional Employees** Level 8 and above: 40 working days
- 65.2 The notice period may be reduced by agreement between the University and the Employee. The University will not unreasonably refuse a request to reduce the notice period.

### 66. Ceasing Contingent Continuing Employment

- 66.1 A Contingent Continuing Employee whose contract of employment ceases due to the cessation of external funding will be entitled to a severance payment as per the table below:

Period of Continuous Service	Severance Payment
Less than one (1) year	Nil
One (1) year and up to two (2) years	Four (4) weeks' pay
Two (2) years and up to three (3) years	Six (6) weeks' pay
Three (3) years and up to four (4) years	Seven (7) weeks' pay

Four (4) years and up to five (5) years	Eight (8) weeks' pay
Five (5) years and up to six (6) years	Ten (10) weeks' pay
Six (6) years and up to seven (7) years	Eleven (11) weeks' pay
Seven (7) years and over	Ten (10) weeks' pay*

Note: \*Long Service Leave becomes payable

- 66.2 Where the University advises an Employee in writing that further employment may be offered within six (6) weeks of the expiry of a Fixed-Term contract, then the University may defer payment of severance benefits.
- 66.3 This clause does not apply to an Employee who returns to their substantive employment after a period of secondment or similar arrangement.
- 66.4 Notice of the cessation of employment under this clause will be given in accordance with Clause 61- Termination of Employment.

## 67. Ceasing Fixed-Term Employment

- 67.1 During the term of the Fixed-Term contract it may not be terminated other than in accordance with this clause, Clause 64. Notice of Termination, Clause 9. Fixed-Term Employment, during the probationary employment period (Clause 11), for Unsatisfactory Performance (Clause 58) or for Serious Misconduct (Clause 59).

### Fixed-Term Contract Expiry

- 67.2 The University shall give to a Fixed-Term Employee, written notice of its intention to offer or not offer a new Fixed-Term contract upon the expiry of the contract. Such notice will be issued in line with the following timeframes.

Period of Continuous Service	Period of Notice
Not more than one (1) year	Two (2) weeks,
One (1) year but less than three (3) years	Four (4) weeks,
Three (3) years but less than five (5) years	Six (6) weeks,
Five (5) years or over	Eight (8) weeks,

In addition to this notice, an Employee over the age of 45 years at the time notice is given and with not less than two (2) years Continuous Service is entitled to an additional one (1) week notice.

- 67.3 Where, the University does not receive adequate notice to comply with this subclause 67.3, due to circumstances beyond the University's control, it will be sufficient for the University to advise the Employee in writing of the circumstances. The Employee shall be notified as soon as practicable after the University receives notification of future funding.

### **Fixed Term Contract not renewed**

- 67.4** A Fixed-Term Employee whose contract of employment is not renewed, will be entitled to severance pay in accordance with this clause if the Employee is employed on a second or subsequent Fixed-Term contract where the total service is greater than two (2) years to do work required for the circumstances described in subclause 9.3.1 Specific Task or Project, 9.3.2 Research and 9.3.4 Vocational Education and Training Academic, and the same or substantially similar duties are no longer required.
- 67.5** Severance pay is two (2) weeks for every completed year of service.

### **Fixed-Term Contract not required**

- 67.6** Where a Fixed-Term contract is terminated at the University's initiative because the University no longer requires the job to be done by anyone, the University may transfer the Employee into another suitable position, where the Employee agrees. If a suitable position cannot be found at the time the decision to terminate the contract was made, the Employee will be paid either:
- 67.6.1** the salary for the remainder of the contract or six (6) months' salary whichever is the lesser; or
  - 67.6.2** the applicable NES redundancy payment, if greater.
- 67.7** This clause does not apply to an Employee who returns to their substantive employment after a period of secondment or similar arrangement.

## **68. Abandonment of Employment**

- 68.1** This clause applies to all Employees other than casuals.
- 68.2** Unauthorised absence from work means the Employee has not notified their Supervisor of their inability to attend for duty and they are not on any authorised form of absence.
- 68.3** If an Employee fails to attend work without contacting their Supervisor to explain the absence, the University will attempt to contact the Employee. If the Employee cannot be contacted and fails to report for work on the following five (5) working days the Employee shall be deemed to have abandoned their employment and will be placed on Leave without Pay subject to following the provisions of subclause 68.4.
- 68.4** Notwithstanding, the University will allow the Employee up to ten (10) working days to provide a satisfactory explanation for the absence. If a satisfactory explanation is not provided in writing to the University within the ten (10) working days, the University will consider the Employee as having abandoned and therefore terminated their employment. The Vice-Chancellor will advise the Employee in writing that their employment will cease from the date of the letter.
- 68.5** If the Employee does provide an explanation for their absence, the Director, People and Culture will consider and make a recommendation to the Vice-Chancellor for action.

## **69. Retirement or Termination on the Grounds of Ill Health**

- 69.1** The provisions of this clause do not apply to casual Employees.
- 69.2** The provisions under this clause shall not affect rights and obligations under any workers compensation or occupational health and safety legislation.
- 69.3** Where the University has concerns as to the fitness of an Employee to fulfil their position on an ongoing basis, the University may require the Employee, whose capacity to fulfil the inherent requirements of their role is in question, to undergo an Independent Medical Examination (IME) by a Medical Practitioner nominated and paid for by the University. The Employee may be

directed to undergo the medical examination with not less than 20 working days written notice, unless otherwise agreed.

- 69.4 The University will advise the Employee of the time, place, and purpose of the IME.
- 69.5 When providing a medical report, the Medical Practitioner will have regard for the requirements of the role and the capacity of the Employee to be able to perform the full duties and responsibilities of the position or be able to resume these within a reasonable period of time.
- 69.6 Where the Employee elects to apply to their superannuation fund or insurer, for a permanent or temporary disability benefit/incapacity or income protection, prior to the expiry of the period of notice the process will be suspended. If the application is successful, the requirement for a medical examination under this clause will lapse and no further action will be taken.
- 69.7 Where the application to the superannuation fund or insurer, for a permanent or temporary disability benefit/incapacity or income protection occurs after the expiry of the period of notice the University will suspend the process under this clause.
- 69.8 If at any time the application for permanent or temporary disability/incapacity or income protection benefit is not successful, the University will resume any suspended actions.

#### **The medical report**

- 69.9 A copy of the Medical Practitioner's report shall be made available to the University and to the Employee.

#### **Separation**

- 69.10 If the medical report reveals that the Employee is unable to perform or resume their duties within a reasonable period, not being less than twelve (12) months, the University may, terminate the employment of the Employee with twelve (12) weeks' notice.
- 69.11 Prior to taking action to terminate the employment of an Employee the University may offer the Employee the opportunity to submit their resignation.
- 69.12 If within ten (10) working days of the report being made available, and if the Employee or their representative so requests, the University will not terminate the employment of the Employee until the findings of the medical report are confirmed by an agreed Medical Practitioner in Consultation with the University and the Employee or their representative.

#### **Failure to undergo a medical examination**

- 69.13 The Vice-Chancellor may construe a failure by an Employee to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the Employee is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months, and may act accordingly; provided that such a refusal by the Employee in these circumstances will not constitute Misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

#### **Ill health poses a threat**

- 69.14 If, in the view of the University, the Employee's ill-health poses an immediate threat to the well-being of other University Employees, students or affiliates, the University may suspend the Employee immediately and require a medical examination to be carried out at the earliest possible date. The suspension will be with pay for up ten (10) working days, or until five (5) working days after the receipt of the medical report.
- 69.15 The University may extend the period of paid leave beyond ten (10) working days in circumstances where it can be shown that a suitable medical examination cannot be carried out in that period.

## Part I- Other Matters

### 70. Academic Freedom

- 70.1** The parties to this Agreement recognise that freedom of speech and academic freedom are both defining features of and fundamental to the operation of the University.
- 70.2** The University conforms to the French Model Code (The Model Code for the Protection of Freedom of Speech and Academic Freedom in Australian Higher Education Providers (amended July 2019)).
- 70.3** Academic freedom means:
- 70.3.1 the freedom of Academics to teach, discuss, research and to disseminate and publish these activities.
  - 70.3.2 the freedom of Academics to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;
  - 70.3.3 the freedom of all Employees to express their opinions in relation to the higher education provider in which they work or are enrolled;
  - 70.3.4 the freedom of Academics to participate in professional or representative academic bodies; and
  - 70.3.5 the freedom of all Employees, without constraint imposed by reason of their employment by the University, to make lawful public comment on any issue in their personal capacities.
- 70.4** Every Employee at the University enjoys freedom of speech exercised in connection with the University, subject only to restraints or burdens imposed by:
- 70.4.1 law;
  - 70.4.2 the reasonable and proportionate regulation of conduct necessary to the discharge of the university's teaching and research activities;
  - 70.4.3 the right and freedom of others to express themselves and to hear and receive information and opinions;
  - 70.4.4 the reasonable and proportionate regulation of conduct to enable the University to fulfil its duty to foster the wellbeing of students and Employees; and
  - 70.4.5 the reasonable and proportionate regulation of conduct necessary to enable the University to give effect to its legal duties including its duties to visitors to the University.
- 70.5** All Employees are entitled to exercise freedom of speech and academic freedom as defined by this clause.
- 70.6** Subject to the provisions of this clause a proper exercise of intellectual and academic freedom is not misconduct or serious misconduct under the provisions of this Agreement.
- Note: For the avoidance of doubt, the University's Code of Conduct or Workplace Behaviour Policy, Social Media Policy, Social and Equality Policy, howsoever described, does not apply when an Employee exercises intellectual and academic freedom in accordance with this clause.
- 70.7** The University must not take any action against an Employee which prejudices an Employee in their position in relation to the exercise (or proposal to exercise) academic freedom.
- 70.8** However, an Employee shall not be taken to be exercising intellectual and academic freedom where they:
- 70.8.1 fail to observe the responsibility to reflect scholarly norms, including:
    - a. recognising that others may have differing opinions in the context of a robust exchange of views;
    - b. denying or interfering with another's exercise of academic freedom; or
    - c. engaging in bullying, harassment, or vilification.



**70.9** All disputes involving Freedom of Speech and Academic Freedom will be resolved in accordance with Clause 63. Dispute Resolution.

## **71. Intellectual Property**

**71.1** The protection of intellectual property applies to all Employees employed by the University. The University:

71.1.1 strives to foster an environment, culture, and systems where commercialisation, technology transfer and entrepreneurial endeavour are core elements.

71.1.2 is committed to ensuring its intellectual property is properly protected, managed and, where possible, commercialised; and

71.1.3 is also committed to ensuring that the full value of any intellectual property is realised for the benefit of the University and in accordance with the prevailing community and legislated standards of best practice.

**71.2** Where appropriate to do so the University will endeavour to commercialise University intellectual property and to realise its full value for the benefit of creators and the University, and for the benefit of local, national, and global communities.

**71.3** The University respects the rights, including moral rights, of creators of intellectual property.

## **72. Criminal History and Working with Children**

**72.1** Current Employees whose position requires a Criminal History or Working with Children check shall have the cost of renewal paid for by the University.

**72.2** This clause does not apply to new Employees engaged by the University.

## **73. Workplace Bullying**

**73.1** The University has a zero-tolerance policy towards bullying or abusive behaviour, whether it is from a colleague, manager, or student. The effects of bullying on the bully and the victim can be wide reaching and can impact work, familial and peer relationships, psychological well-being, and physical health.

**73.2** Workplace bullying occurs when a person or a group of people repeatedly behave unreasonably towards a person or a group of people while at work, and the behaviour creates a risk to health and safety.

**73.3** The University maintains that there is no place for bullying or abusive behaviour in the workplace, whether it is intentional or not.

**73.4** Processes adopted by the University shall be subject to the Act and other Federal, State and Territory legislation.

## 74. Facilities and Resources

- 74.1** The Parties to the Agreement recognise that the purpose of this clause is to benefit the University's Employees by facilitating the provision of effective and accessible industrial representation and have been approved by, and reflect the will of, the majority of Employees of the University who have voted to approve the Agreement.
- 74.2** For the purpose of carrying out Union business in relation to the matters included in this Agreement, the University will provide the NTEU with a secure office space and access to a University campus notice board for posting authorised notices. The University will also provide the NTEU with access to the University's internal telephone system and facilitate access to wireless internet for legitimate Union business.
- 74.3** The University may charge the Union a fee to cover costs associated with provision of the resources.
- 74.4** The Union party to this Agreement may hold meetings of members and Employees at their place of employment at a time that will not unduly interfere with University business and the Employee's duties. This may include the use of video and teleconferencing facilities on a fee for service basis.
- 74.5** Leave of absence on full pay for up to six (6) working days in any one (1) calendar year may be granted to no more than three (3) accredited NTEU and AEU representatives and one (1) accredited Employee for each of the other unions party to the Agreement for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.
- 74.6** In order to facilitate the effective operation of this Agreement, and compliance with its provisions, funding shall be provided to cover the release of the NTEU President or nominee of one-and-one-half (1 ½) days per week to undertake NTEU work relating to the University.
- 74.7** In order to access subclause 74.5, the Union must provide a program of professional development for the President or nominee, agreed to by the University to occur during part of the time release.
- 74.8** The University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Unions rules, where this has been authorised by an Employee. The Employee or the Union is entitled to cancel this arrangement by advice in writing to People and Culture.
- 74.9** There is no charge to the Employee or Union for the payroll deduction in subclause 74.8.

## Part J - HE Academic Provisions

### 75. HE Rates of Pay

75.1 Full-Time salaries are given in the table below.

75.2 Part-Time Employees are paid on a pro-rata basis determined by the fraction of Full-Time work undertaken.

Level	Step	On Successful vote	October 2023	October 2024
Level A	St 1	\$71,277	\$72,702	\$74,157
	St 2	\$75,228	\$76,732	\$78,267
	St 3	\$79,181	\$80,765	\$82,380
	St 4	\$83,507	\$85,177	\$86,881
	St 5	\$86,349	\$88,076	\$89,838
	St 6	\$89,684	\$91,477	\$93,307
	St 7	\$93,635	\$95,508	\$97,418
	*St 8	\$96,974	\$98,914	\$100,892
	St 9	\$101,298	\$103,324	\$105,390
	St 10	\$106,933	\$109,071	\$111,253
Level B	St 1	\$108,333	\$110,500	\$112,710
	St 2	\$112,639	\$114,892	\$117,190
	St 3	\$116,645	\$118,978	\$121,357
	St 4	\$119,456	\$121,845	\$124,282
	St 5	\$123,164	\$125,628	\$128,140
	St 6	\$128,087	\$130,649	\$133,262
Level C	St 1	\$128,920	\$131,498	\$134,128
	St 2	\$132,578	\$135,230	\$137,934
	St 3	\$137,203	\$139,947	\$142,746
	St 4	\$139,899	\$142,697	\$145,551
	St 5	\$145,995	\$148,915	\$151,894
	St 6	\$150,872	\$153,889	\$156,967
Level D	St 1	\$151,048	\$154,069	\$157,150
	St 2	\$155,779	\$158,895	\$162,073
	St 3	\$160,510	\$163,721	\$166,995
	St 4	\$165,239	\$168,544	\$171,915
Level E		\$181,805	\$185,441	\$189,150

\*A8 PhD rate

**Casual Employment in HE**

**75.3** The calculation of casual rates for HE Academic Employees undertaking activities in research or Higher Education is based on three (3) base rates:

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

Level	On Successful vote	October 2023	October 2024
A_St 2	\$49.05	\$50.03	\$51.03
A_St 8	\$63.23	\$64.49	\$65.78
B_St 2	\$73.44	\$74.91	\$76.41

**Lecturing**

**75.4** A casual Employee required to deliver a lecture of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking performed in the lecture and student consultation shall be paid at the Lecturing rate, according to the following table.

Basic lecture	One (1) hour of delivery and two (2) hours associated working time
Developed lecture	One (1) hour delivery and three (3) hours associated working time
Specialised lecture	One (1) hour delivery and four (4) hours associated working time
Repeat lecture	One (1) hour of delivery and one (1) hour associated working time

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

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

**Tutoring**

**75.7** A casual Employee required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking performed in the tutorial and student consultation, shall be paid at the Tutoring Rate or the Tutoring PhD Rate according to the following table.

Tutorial	One (1) hour of delivery and two (2) hours associated working time
Repeat tutorial	One (1) hour of delivery and one (1) hour associated working time
Tutorial PhD	One (1) hour of delivery and two (2) hours associated working time
Repeat tutorial PhD	One (1) hour of delivery and one (1) hour associated working time

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

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

**Musical Accompanying with Special Educational Service**

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

**75.11** For the purposes of this subclause the term “musical accompanying with special education service” means the provision of musical accompaniment to one (1) or more students or Employees in the course of teaching by another Academic Employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

**Clinical Educators**

**75.12** A casual Academic Employee required to provide undergraduate clinical education, including directly associated non-contact duties in the nature of preparation, marking performed in the clinic and student consultation, shall be paid at the Undergraduate Clinical Nurse Education rate or the Undergraduate Clinical Nurse Education PhD rate according to the following table.

Little preparation required	One (1) hour of delivery and 30 minutes associated working time (Undergraduate Clinical Nurse Education Rate)
Normal prep time	One (1) hour delivery and one (1) hour associated working time (Undergraduate Clinical Nurse Education Rate)
Little prep required where PhD held	One (1) hour delivery and 30 minutes associated working time (Undergraduate Clinical Nurse Education PhD Rate)
Normal prep time where PhD held	One (1) hour delivery and one (1) hour associated working time (Undergraduate Clinical Nurse Education PhD Rate)

**75.13** For the purposes of this subclause, the term “Clinical Education” means the conduct of undergraduate nurse education in a clinical setting.

**Marking**

**75.14** Marking other than marking under subclause 75.5 and 75.8 shall be paid at the marking rate as defined in subclause 75.3.3 All other duties.

**Other Required Academic Activity**

**75.15** A casual Employee required to perform any other required academic activity shall be paid at the Tutoring Rate or Tutoring PhD Rate if they hold a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

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

- 75.16.1 the conduct of practical classes, demonstrations, workshops, student field excursions;
- 75.16.2 the conduct of clinical supervision sessions other than clinical education as described in subclauses 75.12 and 75.13;
- 75.16.3 the conduct of performance and visual art studio session;
- 75.16.4 musical coaching, repeteurship, and musical accompanying other than with special educational service;
- 75.16.5 development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;

- 75.16.6 consultation with students;
- 75.16.7 supervision; and
- 75.16.8 attendance at required meetings and mandated training as required.

### **Casual Demonstrator Rate**

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

## **76. HE Academic Workloads**

- 76.1** The University is committed to:
- 76.1.1 a fair level and distribution of workload for Employees recognising the diversity of the University and its commitment to excellence in both research and teaching;
  - 76.1.2 providing an opportunity for Employees to be involved in the process of their workload allocation;
  - 76.1.3 a transparent process of work allocation that is supported by Employees in the work unit; and
  - 76.1.4 minimising as far as practicable the risk of work-related injury or illness including work-related stress and to have due consideration of the Employee’s caring needs and responsibilities.
  - 76.1.5 Providing First Nations Employees with a reasonable workload allocation in recognition of required cultural activities.
- 76.2** The scope of HE academic work includes teaching and learning, research and scholarship, administration, service and leadership in the University, and professional activity including service to a profession/s and/or the community.
- 76.3** Academic workload consists of both assigned and self-directed tasks and will be allocated to HE Academics with regard to:
- 76.3.1 the academic level, time fraction and role undertaken;
  - 76.3.2 a fair, equitable and transparent distribution of workload across a discipline and College;
  - 76.3.3 the need to establish and maintain a career path;
  - 76.3.4 achievable within the hours available under the Agreement;
  - 76.3.5 the operational requirements of the University;
  - 76.3.6 University and Teaching requirements;
  - 76.3.7 the Employee’s Position Profile;
  - 76.3.8 the Employee’s work life balance;
  - 76.3.9 planned leave;
  - 76.3.10 individual circumstances as contemplated by Section 65 (1A) of the Act; and
  - 76.3.11 with reference to;
    - a. the principles developed and contained in the University Workload Framework; and
    - b. the College Workload Model.
- 76.4** A Full-Time HE Academic’s workload will be allocated against a maximum of 1911 hours per annum, less any period of Annual Leave, Parental Leave and Long Service Leave recorded in the University system, as well as public holidays (73.5 hours).

- 76.4.1 For NT Employees or Employees engaged North of the 26-degree South Latitude the Annual Leave entitlement is six (6) weeks (220.5 hours), therefore workload will be allocated based on a maximum 1617 hours per annum (excludes leave other than Annual Leave).
  - 76.4.2 For Employees not employed in the NT and engaged South of the 26-degree South Latitude the Annual Leave entitlement is four (4) weeks (147 hours), therefore workload will be allocated based on maximum of 1690.5 hours per annum (excludes leave other than Annual Leave).
- 76.5** Academic Workload includes any of the duties relating to teaching delivery and teaching related duties, research, innovation and scholarship of learning and teaching (teaching delivery and teaching related duties), creative production, leadership administration and service to the University, broader community, and industry.
- 76.6** Teaching delivery and teaching related duties means the provision of education through activities such as collaborative teaching, seminars, lectures, tutorials, demonstrations, laboratory sessions, clinical/practicum sessions, fieldwork related to teaching, supervision, or other teaching methods, inclusive of teaching that is delivered online, or at a distance, curriculum development; unit coordination; preparation of materials; consultation; assessment and feedback; higher degree by research supervision; and training in new modes of teaching delivery.
- 76.7** Allocation of teaching delivery will take into consideration the percentage allocation relative to the workload as set out in this clause.
- 76.8** Employees may agree with the Dean/ Chair of Discipline to have an increased workload in one semester/year in order to have a reduced workload in another semester/year. This will be recorded in the workload plan.
- 76.9** Workloads shall only be altered by agreement.
- 76.10** Other Duties may include, but are not limited to:
- 76.10.1 research; scholarship and research training supervision (where agreed between Supervisor and Employee);
  - 76.10.2 attendance at meetings;
  - 76.10.3 external liaison, including with professional and industry bodies;
  - 76.10.4 community service activities; that draw upon the Employee's expertise and that directly advances the University's mission;
  - 76.10.5 administration;
  - 76.10.6 preparation and maintenance of documents that support quality assurance compliance; and
  - 76.10.7 Work-related travel.
- 76.11** For the purposes of workload allocation, higher degree by research supervision may be allocated as either teaching or research activity by mutual agreement.

### **Research Active Academics**

- 76.12** A research active academic will be allocated a workload which will vary according to the mix of research and other academic duties.
- 76.13** The workload (up to a maximum total of 100%) will comprise the areas of:
- 76.13.1 teaching delivery and teaching-related duties within a range of 30% to 60% of available work hours;
  - 76.13.2 research within a range of 20% to 50% of available work hours; and
  - 76.13.3 administration, professional activity and/or community engagement for 20% to 30% of available work hours.

- 76.14** A research active academic who is meeting University research expectations for the University would normally have a research allocation of 40%.
- 76.15** A research active academic who is allocated more than 45% teaching delivery and teaching related duties during a teaching period may receive a teaching offset over an agreed period.
- 76.16** The College Dean/Head of Discipline will determine the range of time allocated to research for a teaching and research academic based on their demonstrated research outputs, plan of research activities and research outcomes after Consultation with Employee/s in accordance with this clause.

### **Teaching Focused Academics**

- 76.17** A teaching focused academic will be allocated workload (up to a maximum total of 100%) of:
- 76.17.1 teaching delivery and teaching related duties within a range of 50% to 70% of available work hours, depending on the mix of Scholarship of Teaching and other academic duties.
  - 76.17.2 scholarship of Teaching/Research and/or maintenance of discipline currency up to 20% of available work hours, and
  - 76.17.3 administration, professional activity and/or community engagement for 20-30% of available work hours.
- 76.18** Attendance in the classroom and online delivery will not comprise more than 20 hours per week or 80 hours in a consecutive 20 days working period. In the case of residential, intensive or other block teaching this may be averaged over the teaching period.
- 76.19** The College Dean/Head of Discipline will determine the workload after Consultation with the Employee/s in accordance with this clause.

### **Research Focused Academics**

- 76.20** A research focused academic will be focused on research and may be expected to undertake some teaching delivery and teaching related duties.
- 76.21** A research focused academic may have 10% to 30% of their available work hours allocated to teaching delivery and teaching related duties.
- 76.22** The Dean/Chair will determine the allocation of teaching and teaching-related duties based on demonstrated research outputs, plan of research activities and planned outcomes after Consultation with the Employee/s in accordance with this clause.

### **Discipline/ College Workload Models**

- 76.23** The College Dean, with the Head of Discipline (or functional equivalent) will, in Consultation with the Academic Employees of the College, develop Workload Models providing for the allocation of academic work in each College in accordance with the University Workload Framework. Applying the Workload Model, the College Dean and Head of Discipline(s) shall allocate academic workload in a fair, equitable and transparent manner.
- 76.24** Workload Models will be published to all Employees in the College before the commencement of the Academic Year and will be used to allocate teaching loads within the College/Discipline on an annualised basis.
- 76.25** College Workload Models will be published to all Employees in the College to all HE Academics in a College and be in such a form that enables a HE Academic to compare their workload with the model and other HE Academics in their College.
- 76.26** Once the College Workload Model has been determined it will be submitted to the Academic Workload Advisory Committee for review and approval.



## **Review of Academic Workload**

**76.27** HE Academics who are dissatisfied with their workload allocation on grounds that it has not been made in accordance with the provision of this clause, may seek a review by the Supervisor within a reasonable period of time (ten (10) working days) after receiving their workload allocation.

**76.28** If the HE Academic is not satisfied with the outcome of action taken under subclause 76.27 above, then they may seek a review by the College Dean. A review request will be set out in writing, be particularised and state the outcome being sought.

**76.29** The College Dean will consider the request against the provisions of this clause and provide written feedback within fifteen (15) working days Academic Workload Advisory Committee.

## **Academic Workload Advisory Committee**

**76.30** Academic Workload Advisory Committee will:

76.30.1 provide advice on academic workload related matters;

76.30.2 review and monitor the University Workload Framework and changes to College Workload Models to ensure that the provisions of this clause are observed and where appropriate provide recommendations;

76.30.3 ensure that each College Workload Model provides a reasonable basis for determining comparison of workload quantum across the University; and

76.30.4 identify matters of concern, if any, arising out of its review of College / Discipline Workload Models.

**76.31** The Academic Workload Advisory Committee will comprise:

76.31.1 Chair, being a nominee of the Vice-Chancellor who will be a University HE Academic;

76.31.2 President, NTEU NT, or their nominee;

76.31.3 Up to two (2) HE Academics from each College appointed, after Consultation with the President, NTEU NT or their nominee; and

76.31.4 Director, People and Culture or their nominee in an advisory capacity.

**76.32** Membership may be varied by agreement between the Chair and the President of the NTEU NT or nominee.

**76.33** An Executive Officer will be appointed to support the Academic Workload Advisory Committee.

**76.34** The Academic Workload Advisory Committee will meet at least once each year to review the College's proposed workload models for the following year.

## **Transition between Academic Roles**

**76.35** Movement from a Research Active role to a Teaching Focused role can occur by agreement between the University and Employee or where the Employee has not demonstrated acceptable research outputs and has been given reasonable opportunity to improve.

**76.36** Movement from a Teaching Focused role to either a Research Focused or a Research Active role can occur with agreement between the University and Employee. Employees will be given a reasonable period to establish a research output. The University recognises that 24 months will be required before a valid assessment can be made.

## **Other**

**76.37** This clause does not apply to casual Employees, VET Academics, Scholarly Teaching Fellows or Employment Subsidiary to Studentship.

## 77. Non-attendance Time

- 77.1** This clause does not apply to casual Employees.
- 77.2** HE Academics in their second or subsequent years of employment with the University may take up to three (3) weeks (three (3) or fewer blocks of seven (7) days) per calendar year from 1 February to 31 January, paid non-attendance time (NAT), inclusive of public holidays and weekends during which the Employee will engage with industry and/or engage with research or professional development activity as agreed with their Supervisor.
- 77.3** Part-Time Employees are entitled to the equivalent fraction of NAT.
- 77.4** Lecturers who transferred to Charles Darwin University upon the cessation of Centralian College and remain employed at the Alice Springs campus may take up to six (6) weeks NAT inclusive of public holidays.
- 77.5** All NAT must be taken during a non-teaching period, each calendar year and does not accrue.
- 77.6** For the purposes of this clause, a period of non-attendance time means a time during the Academic Year when students are not on campus. Generally speaking, this will be during semester breaks and over the end of year break.
- 77.7** Conditions for taking non-attendance time are as follows:
- 77.7.1 All grades for units taught wholly by the Employee must be entered on the system before any non-attendance time will commence.
  - 77.7.2 All assessment information, including marks, for units that are partly taught by the Employee have been passed to the relevant person.
  - 77.7.3 All assigned activities or actions are progressing satisfactorily.
  - 77.7.4 Contact details are to be provided to the University for the period of NAT, including a telephone number and address and Employees should be available to be contacted during this period.
  - 77.7.5 Employees may be recalled to campus through the period of NAT if significant and/or unforeseen business needs require them to do so. This will be at the direction of their Supervisor or College Dean. For periods of recall that total or exceed one (1) day, the same amount of time will be added to the end of the NAT.
- 77.8** NAT is not a leave entitlement. Employees who take NAT will also manage their Annual Leave accordingly.
- 77.9** A NAT plan must be created in Consultation with the Academics Supervisor and be submitted a minimum of twenty (20) working days before NAT is to commence and must contain:
- 77.9.1 a statement of objectives to be achieved during the period of NAT; and
  - 77.9.2 a statement that clearly links NAT activity to benefits for the Employee and the University.
- 77.10** NAT does not accrue and cannot be carried forward from year-to-year, unless approved by the College Dean. Approval will only be provided in exceptional circumstances when planned NAT has been cancelled at the request of the University and an opportunity to reschedule it was not practical within the given calendar year.

## 78. HE Academic Redundancy

- 78.1** These provisions apply to HE Academics holding continuing appointments.
- 78.2** These provisions do not apply to Continuing Contingent Employees, Fixed-Term Contract Employees, Casual Employees or Employees on probation.
- 78.3** An Employees employment may be terminated under this clause in accordance with the provisions herein.

### Redundancy Package

- 78.4** The Redundancy Package shall consist of three (3) separate components based on the following:
- 78.4.1 transition Period: Eight (8) weeks; and
  - 78.4.2 notice Period: 18 weeks; and
  - 78.4.3 redundancy Payment: Three (3) weeks for each completed year of Continuous Service.
- 78.5** Where the Employee is 40 to 44 years of age, they are entitled to an additional two (2) weeks of notice. Where the Employee is 45 years of age or older, they entitled to an additional four (4) weeks of notice.
- 78.6** The maximum Redundancy Package available to a HE Academic is 72 weeks.
- 78.7** Where an Employees position is declared redundant, the Employee may during the four (4) weeks of the transition period elect to:
- 78.7.1 accept the redundancy and separate; or
  - 78.7.2 be redeployed; or
  - 78.7.3 seek a review.
- 78.8** Where the Employee elects to be redeployed and Suitable Alternative Employment has not been found, following the completion of the eight (8) week transition period the redeployee will either:
- 78.8.1 work out their notice period; or
  - 78.8.2 have their employment terminated in accordance with this clause.
- 78.9** The University will advise the Employee in writing that their employment is terminated on the grounds of redundancy.
- 78.10** On the date of termination an Employee shall receive payment of:
- 78.10.1 payment in lieu of any remaining period of notice;
  - 78.10.2 the redundancy payment; and
  - 78.10.3 payment of accrued but unused annual and long service leave entitlements.
- 78.11** "Salary" wherever it appears in this clause "means the amount paid to an Employee including any salary supplementation, market loading, clinical loading or other allowance paid to the Employee at the time that they are advised of redundancy.
- 78.12** All payments will be calculated on the Employee's salary at the date of termination of employment. Where an Employee has converted from Full-Time to Part-Time employment, the Employee will receive payment based on the average hours worked over their years of Continuous Service.

### Removal expenses

- 78.13** An Employee who received a relocation package on appointment or was required to relocate during their employment is entitled to a contribution towards removal/relocation expenses up to \$2,000. Such payments are intended to be a contribution rather than full payment of removal expenses. The Employee must notify the University of their intent to use this allowance within 30 days of their termination and expend the allowance within ninety (90) days of termination. The

entitlement will be paid to the Employee upon submission to People and Culture of receipt of payment for relocation costs.

### Separation letter

**78.14** An Employee who has been given notice of termination may request a letter signed by the University certifying that they are the occupant of a position deemed to be surplus to the requirements of the organisation.

### Redeployment

**78.15** Where an Employee elect's redeployment (Redeployees), the University will consult with the Employee in an attempt to find Suitable Alternative Employment.

**78.16** Redeployees will be considered for Suitable Alternative Employment elsewhere in the University having regard to:

- 78.16.1 skills/qualifications, background, and experience;
- 78.16.2 area of Academic expertise/ discipline;
- 78.16.3 designation/classification level;
- 78.16.4 salary level
- 78.16.5 expressed desires in respect of alternative employment;
- 78.16.6 re-training requirements; and
- 78.16.7 preferred work location.

**78.17** If an Employee is redeployed to a permanent position in a new geographic location, the Vice-Chancellor may authorise the reimbursement of reasonable costs associated with the relocation of the Employee and their family.

**78.18** Following an Employee accepting a relocation, the Vice-Chancellor may authorise the payment to the Employee of an allowance for up to four (4) weeks of accommodation expenses, comprising two-thirds of the expenses necessarily incurred by the Employee and their family.

**78.19** If required, redeployees will be provided with suitable employment for the duration of the four (4) week transition period.

**78.20** If a Redeployee successfully obtains Suitable Alternate Employment in either a continuing position or a fixed-term position, that Employee forfeits their right to receive a redundancy payment. The Employee may reject Suitable Alternative employment if it is a limited term position.

**78.21** If a Redeployee unreasonably rejects an offer of Suitable Alternative Employment the University may terminate the Employee's employment and shall receive the following notice period:

Period of Continuous Service	Period of Notice
Not more than one (1) year	One (1) week
One (1) year but less than three (3) years	Two (2) weeks,
Three (3) years but less than five (5) years	Three (3) weeks,
Five (5) years or over	Four (4) weeks,

In addition to this notice, an Employee over the age of 45 years at the time notice is given and with not less than two (2) years Continuous Service is entitled to an additional one (1) week notice.

## **Review**

- 78.22** Where the Employee has been given notice that their employment has been terminated on the grounds of redundancy, the Employee will be entitled within 20 working days from receiving the notice, to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 78.23** The Independent Reviewer will be agreed between the University and the relevant Union and will consider whether the required procedures have been followed and/or if the University used fair and objective criteria in making the decision to terminate. This will include:
- 78.23.1 provide an opportunity for the Employee to be interviewed and answer questions relating to the process;
  - 78.23.2 interview any person they think fit to satisfy them self in relation to whether due process was followed;
  - 78.23.3 take into account such further material appropriate to determine whether due process was followed and provide the Employee the opportunity to respond;
  - 78.23.4 conduct proceedings in camera, unless otherwise agreed; and
  - 78.23.5 if agreed keep a sound recording of the interviews for the purposes of accurate record keeping.
- 78.24** The Independent Reviewer will provide their report to the University and the Employee within fifteen (15) working days.
- 78.25** Should the Independent Reviewer determine that the procedures were complied with by the University; the University may then choose to extend the time frame for possible redeployment of the Employee.
- 78.26** Should the Independent Reviewer make a finding that the University did not act according to procedure, the matter will be referred back to the Vice-Chancellor for a determination as to the appropriate course of action having regard to the findings of the Independent Reviewer.
- 78.27** Should the Employee fail in their review application, the Employee will, at the completion of the eight (8) week transition period:
- 78.27.1 where it has been agreed that the Employee will work out their notice period, commence working out their period of notice; or
  - 78.27.2 have their employment terminated in line with subclause 78.9.
- 78.28** The University will consider any reasonable request by the Employee or their representative to extend the periods under this clause.

## **Re-employment**

- 78.29** An Employee whose employment is terminated under this clause shall not be eligible for re-employment, other than as a casual Employee, for the period of two (2) years.
- 78.30** Notwithstanding, under exceptional circumstances the Vice-Chancellor may re-employ an Employee before the expiration of the period of the redundancy payment.

## 79. HE Academic Classifications

79.1 HE Academics shall be classified in accordance with this clause.

### The Descriptors

79.2 HE Academic position descriptors outline the standards, expectations and necessary qualifications of HE Academics at Charles Darwin University, providing a foundation for and informing the process of probation, performance management and promotion. A current position profile detailing roles and responsibilities is to be read alongside the descriptors for a full understanding of responsibilities.

79.3 Principally for the purposes of determining expectations of teaching and research quality and quantity, including during the assignment and assessment of workloads, HE Academics are classified in the following roles:

79.3.1 teaching Focused HE Academic, expected predominantly to teach and engage in the scholarly advancement of teaching which could include limited involvement in other research activity; or

79.3.2 research Active HE Academic, expected to undertake both teaching and research activity; or

79.3.3 research Intensive HE Academic, expected predominantly to undertake research.

79.4 Some expectations of Employees in a given Academic Level will differ according to the role in which they work (Teaching Focused Academics / Research Active Academics / Research Academics) and content they are delivering.

### Minimum Teaching Requirements

79.5 The PVC Education Strategy is responsible for publishing explicit requirements for teaching and its related scholarship, performance and teaching activity.

### Minimum Research Requirements

79.6 The PVC Research and Research Training is responsible for publishing explicit requirements for research and research activities.

### Level A

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

#### Teaching

79.8 To teach in Higher Education units, Level A HE Academics will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree. The contribution to teaching of Level A HE Academics will be primarily at undergraduate and graduate diploma level. Maintenance of professional expertise in practice or clinical disciplines may be required.

#### Research

79.9 Level A HE Academics undertaking research or scholarly activities will typically do so under limited supervision either independently or as a member of a team, and will normally hold a relevant higher degree. Level A HE Academics will normally work under the supervision of HE Academics at Level B or above, with an increasing degree of autonomy as they gain skills and experience.

The HE Academic may publish the results of the research conducted as sole author or in collaboration. Level A HE Academics will undertake administration primarily relating to his or her activities at the institution.

#### **PhD Entry**

**79.10** HE Academics with a PhD qualification will commence at a minimum level of A step eight (8).

#### **Level B**

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

#### **Teaching**

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

#### **Research**

**79.13** A Level B Research HE Academic classified under this part will normally have experience in research or scholarly activities that have resulted in publications in refereed journals or other demonstrated scholarly activities.

**79.14** A Level B Research HE Academic will carry out independent and/or team research. A Level B Research HE Academic may supervise postgraduate research students or projects and be involved in research training.

#### **Level C**

**79.15** Level C HE Academics will make a significant contribution to the discipline at the national level, including by playing a significant role within the profession, industry group or discipline. In research and/or scholarship and/or teaching they will foster excellence and make original contributions, which expand knowledge or practice in their discipline. Level C HE Academics will contribute to University Core Business, including by provision of educational and administrative leadership through a relevant contribution to all activities of the Division or Faculty and governance of the University;

#### **Teaching**

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

### **Research**

- 79.17** Level C Research HE Academics will make independent and original contributions to research which have a significant impact on their field of expertise.
- 79.18** The work of the Research HE Academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.
- 79.19** Level C Research HE Academic will provide leadership in research, including research training and supervision.

### **Level D**

- 79.20** Level D HE Academics will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.
- 79.21** Level D HE Academics will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. Level D HE Academics will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

### **Research**

- 79.22** Level D Research HE Academics will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.
- 79.23** Level D Research HE Academics will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others, and in research training.

### **Level E**

- 79.24** Level E HE Academics will provide leadership and foster excellence in research and/or teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.
- 79.25** Level E HE Academics will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. Level E HE Academics will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. Level HE Academics will make a commensurate contribution to the work of the institution.

### **Research**

- 79.26** Level E Research HE Academics will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.



## Part K - VET Academic Provisions

### 80. VET Academic Rates of Pay

80.1 Full-Time salaries are given in the table below.

80.2 Part-Time Employees are paid on a pro-rata basis determined by the fraction of Full-Time work undertaken.

Level	Step	On Successful vote	October 2023	October 2024
Level A	St 1	\$71,277	\$72,702	\$74,157
	St 2	\$75,228	\$76,732	\$78,267
	St 3	\$79,181	\$80,765	\$82,380
	St 4	\$83,507	\$85,177	\$86,881
	St 5	\$86,349	\$88,076	\$89,838
	St 6	\$89,684	\$91,477	\$93,307
	St 7	\$93,635	\$95,508	\$97,418
	St 8	\$96,974	\$98,914	\$100,892
	St 9	\$101,298	\$103,324	\$105,390
	St 10	\$106,933	\$109,071	\$111,253
Level B	St 1	\$108,333	\$110,500	\$112,710
	St 2	\$112,639	\$114,892	\$117,190
	St 3	\$116,645	\$118,978	\$121,357
	St 4	\$119,456	\$121,845	\$124,282
	St 5	\$123,164	\$125,628	\$128,140
	St 6	\$128,087	\$130,649	\$133,262
Level C	St 1	\$128,920	\$131,498	\$134,128
	St 2	\$132,578	\$135,230	\$137,934
	St 3	\$137,203	\$139,947	\$142,746
	St 4	\$139,899	\$142,697	\$145,551
	St 5	\$145,995	\$148,915	\$151,894
	St 6	\$150,872	\$153,889	\$156,967
Level D	St 1	\$151,048	\$154,069	\$157,150
	St 2	\$155,779	\$158,895	\$162,073
	St 3	\$160,510	\$163,721	\$166,995
	St 4	\$165,239	\$168,544	\$171,915
Level E		\$181,805	\$185,441	\$189,150

**Casual Employment in Vocational Education and Training**

- 80.3** The casual hourly rate of pay for Vocational Education and Training course lecturing is based on Level A4. Lecturers delivering courses shall be paid for one (1) hour of preparation time for every hour of lecturing time. There is an expectation that lecturers will prepare adequately so as to provide a quality outcome.
- 80.4** The casual hourly rate of pay for Vocational Education and Training non-award course lecturing is based on Level A3. Lecturers delivering non-award courses shall be paid for 30 minutes of preparation time for every hour of lecturing time. There is an expectation that lecturers will prepare adequately so as to provide a quality outcome.
- 80.5** A casual hourly rate of pay for other non-teaching academic activities, not covered in subclause 80.3 or 80.4, that do not require preparation is based on Level A3. Academics performing other non-teaching academic activities shall be paid for one (1) hour for each hour worked.

VET Academic Scale	On Successful vote	October 2023	October 2024
A_St 3	\$51.63	\$ 52.66	\$ 53.71
A_St 4	\$54.45	\$ 55.54	\$ 56.65

**81. VET Workloads**

- 81.1** The University is committed to:
  - 81.1.1 a fair level and distribution of workload for staff recognising the diversity of the University and its commitment to excellence in both research and teaching;
  - 81.1.2 providing opportunity for Employees to be involved in the process of their workload allocation;
  - 81.1.3 a transparent process of work allocation that is supported by Employees in the work unit; and
  - 81.1.4 minimising as far as practicable the risk of work-related injury or illness including work-related stress and to have due consideration of the Employee’s caring needs and responsibilities.
  - 81.1.5 Providing First Nations Employees with a reasonable and transparent workload allocation in recognition of required cultural activities.
- 81.2** A VET Academic’s workload will be allocated having regard to:
  - 81.2.1 the scope of the role;
  - 81.2.2 agreed objectives for personal and professional development and career progression;
  - 81.2.3 the level of appointment and time fraction;
  - 81.2.4 the need to maintain professional and industry skills;
  - 81.2.5 the importance of maintaining an appropriate balance between work and family life; and
  - 81.2.6 the stage of their professional or academic career or academic profile.
- 81.3** The Team Leader will determine, after consultation within the College, the allocation of academic workload. The Team Leader will allocate workload in a fair, equitable and transparent manner.
- 81.4** Workload Allocations will be finalised and communicated before the commencement of the Academic Year, to be used as a benchmark for the allocation of teaching loads within the College (or equivalent) on an annualised basis.
- 81.5** VET Academics engaged or designated as such should be given an opportunity to engage in teaching scholarship and professional currency relevant to their discipline and to participate in other activities.

- 81.6** A Full-Time VET Academics workload will be allocated against a maximum 1911 hours per annum, less any period of Annual Leave, Parental Leave and Long Service Leave recorded in the University system, as well as public holidays (73.5 hours).
- 81.6.1 For NT Employees or Employees engaged North of the 26-degree South Latitude the Annual Leave entitlement is six (6) weeks (220.5 hours), therefore workload will be allocated based on a maximum of 1617 hours per annum (excludes leave other than Annual Leave).
- 81.6.2 For Employees not employed in the NT and engaged South of the 26-degree South Latitude the Annual Leave entitlement is four (4) weeks (147 hours), therefore workload will be allocated based on a maximum of 1690.5 hours per annum (excludes leave other than Annual Leave).
- 81.7** Workload allocation for Part-Time VET Academics will be calculated on a pro-rata basis.
- 81.8** The average number of hours in an Academic Year devoted to attendance in the classroom, workshop, online delivery and Recognition of Prior Learning by VET Academics will be 880. The actual number of hours devoted to these tasks by an individual Employee may be more or less than this amount, depending upon the individual, a team and industry group circumstances.
- 81.9** Teaching activities for a VET Academic will not comprise more than 24 hours in a given week without agreement.
- 81.10** VET Academics will normally undertake no more than 111 hours of teaching delivery and teaching related duties activities per four (4) consecutive weeks.
- 81.10.1 The provisions of Overtime and TOIL shall apply where VET Academics exceed 111 hours of teaching activities and the performance of related teaching duties during any four (4) consecutive week period.
- 81.10.2 In calculating the payment for teaching in excess of 111 hours over any four (4) weeks the 'any four (4) weeks' shall commence from week one (1) to week four (4), if the 111 hours is not exceeded the next four (4) week period shall commence on week two (2) to week five (5) and so on until 111 hours is exceeded. When this occurs, the payment shall be made from hour 112 calculated daily until the end of the four (4) weeks. Any four (4) weeks where a payment is generated cannot be used in calculating a payment for any other four (4) weeks.
- 81.11** VET Academics will be allocated non-teaching time of no less than 36 hours each four (4) consecutive week period to undertake non-teaching duties as listed in subclause 81.13.
- 81.12** Teaching Delivery and Teaching may include:
- 81.12.1 attendance in the classroom and on-line delivery;
- 81.12.2 workshop delivery;
- 81.12.3 assessment of vocational competency;
- 81.12.4 reasonable contemporaneous organisation and preparation of lesson plans and teaching resources;
- 81.12.5 reasonable contemporaneous marking;
- 81.12.6 supervision of honour students
- 81.12.7 workplace training and assessment;
- 81.12.8 recognition of Prior Learning (RPL) assessment; and
- 81.12.9 for Academics teaching predominantly in Higher Education, teaching-related research and scholarship.

**81.13** Non-Teaching Duties may include, but is not limited to:

- 81.13.1 reviewing content of courses, training packages, lessons, learning and assessment materials, scholarship and research training supervision;
- 81.13.2 attendance at meetings;
- 81.13.3 external liaison, including with professional and industry groups;
- 81.13.4 community service activities that draw upon the Employee's expertise and that directly advances the University's mission;
- 81.13.5 administration;
- 81.13.6 curriculum development;
- 81.13.7 preparation and maintenance of documents that support quality assurance compliance; and
- 81.13.8 work-related travel.

**81.14** The workload allocation may be varied by written agreement between the Employee and their Supervisor providing the overall hours per year are not exceeded.

#### **Review of Workload Allocation**

**81.15** VET Academics who are dissatisfied with their workload allocation on grounds that it has not been made in accordance the provisions of this clause, may seek a review by the Supervisor within a reasonable period of time (ten (10) working days) after receiving their workload allocation.

**81.16** If the VET Academic is not satisfied with the outcome of action taken under subclause 81.15 above then they may seek a review by the College Dean. A review request will be set out in writing, be giving full particulars of the claim and state the outcome being sought.

**81.17** The College Dean will consider the matter and provide written feedback within fifteen (15) working days, having regard to the matters set out in this clause.

#### **Other**

**81.18** This clause does not apply to casual Employees.

**81.19** Nothing in this Agreement prevents an Employee from being assigned work normally associated with a different academic role for an agreed period of time, where the Employee possesses appropriate qualifications and the University has a need for the activity to be undertaken.

## **82. Non-attendance Time and Return to Industry**

**82.1** This clause does not apply to casual Employees.

**82.2** VET Academics in their second or subsequent years of employment with the University may take up to three (3) weeks or fewer blocks of seven (7) consecutive days per calendar year from 1 February to 31 January, paid non-attendance time (NAT), inclusive of public holidays and weekends during which the Employee will engage with industry and/or engage with professional development activity discussed with their Team Leader. Longer term engagement with industry for the purposes of maintaining currency of discipline will be taken under the provisions in this clause for Return to Industry.

**82.3** Part-Time VET Academics are entitled to the equivalent fraction of NAT.

**82.4** Lecturers who transferred to Charles Darwin University upon the cessation of Centralian College and remain employed at the Alice Springs campus may take up to six (6) weeks NAT inclusive of public holidays.

**82.5** All NAT must be taken during a non-teaching period, each calendar year.

- 82.6** For the purposes of this clause, a period of non-attendance time means a time during the Academic Year when students are not on campus. Generally speaking, this will be during term breaks and over the end of year break.
- 82.7** Conditions for taking non-attendance time are as follows:
- 82.7.1 All grades for units taught wholly by the Employee must be entered on the system before any non-attendance time will commence.
  - 82.7.2 All assessment information, including marks, for units that are partly taught by the Employee have been passed to the Team Leader.
  - 82.7.3 All assigned activities or actions are progressing satisfactorily.
  - 82.7.4 Contact details are to be provided to the University for the period of NAT, including a telephone number and address and Employees should be available to be contacted during this period.
  - 82.7.5 Employees may be recalled to campus through the period of NAT if significant and/or unforeseen business needs require them to do so. This will be at the direction of their supervisor or Dean. For periods of recall that total or exceed one (1) day, the same amount of time will be added to the end of the NAT.
- 82.8** NAT is not a leave entitlement. Employees who take NAT will also manage their Annual Leave accordingly.
- 82.9** A NAT plan must be created in consultation with the Academics Team Leader and be submitted a minimum of twenty (20) working days before NAT is to commence and must contain:
- 82.9.1 a statement of objectives to be achieved during the period of NAT; and
  - 82.9.2 a statement that clearly links NAT activity to benefits for the Employee and the University.
- 82.10** NAT does not accrue and cannot be carried forward from year-to-year, unless approved by the College Dean. Approval will only be provided in exceptional circumstances when planned NAT has been cancelled at the request of the University and an opportunity to reschedule it was not practical within the given calendar year.
- 82.11** NAT may not be taken within twelve (12) months of completing a Return to Industry activity.
- Return to Industry (RTI)**
- 82.12** VET Academic Employees (other than casual Employees) may apply for up to twelve (12) months to return to the industry appropriate to their teaching.
- 82.13** RTI must be approved by the Dean of the College and must have direct relevance to the curriculum or discipline being taught by the Employee.
- 82.14** To be eligible for Return to Industry (RTI), the following requirements must be met, unless waived by the College Dean:
- 82.14.1 the Employee is to be in their second or subsequent year of their employment with the University; and
  - 82.14.2 the Employee will have completed twenty-four (24) months Continuous Service prior to commencing RTI, with the exception of Employees who have had leave for Primary Care Giver purposes.
- 82.15** RTI may be either short term up to eight (8) weeks or long-term up to twelve (12) months.
- 82.15.1 short term RTI is paid; and
  - 82.15.2 long term RTI will be unpaid.
- 82.16** RTI granted under this clause will count as Continuous Service for the purposes of Long Service Leave and Incremental Progression only.

## 83. VET Academic Redundancy

**83.1** These provisions apply to VET Academics holding continuing appointments.

**83.2** These provisions do not apply to Continuing Contingent Employees, Fixed-Term Contract Employees, Casual Employees or Employees on probation.

**83.3** An Employee may be terminated under this clause in accordance with the provisions herein.

### Redundancy Payment

**83.4** The Redundancy Package shall consist of three (3) separate components based on the following:

83.4.1 transition period: Eight (8) weeks; and

83.4.2 notice Period: 18 weeks; and

83.4.3 redundancy Payment: Three (3) weeks for each completed year of Continuous Service.

**83.5** Where the Employee is 40 to 44 years of age, they are entitled to an additional two (2) weeks of notice. Where the Employee is 45 years of age or older, they entitled to an additional four (4) weeks of notice.

**83.6** The maximum Redundancy Package available to a VET Academic is 52 weeks.

**83.7** Where an Employee's position is declared redundant, the Employee may during the first four (4) weeks of the transition period elect to:

83.7.1 accept the redundancy and separate;

83.7.2 be redeployed; or

83.7.3 seek a review.

**83.8** Where the Employee elects to be redeployed and Suitable Alternative Employment has not been found and following the completion of the eight (8) week transition period the redeployee will either:

83.8.1 work out their notice period, or

83.8.2 have their employment terminated in accordance with this clause.

**83.9** The University will advise the Employee in writing that their employment is terminated on the grounds of redundancy.

**83.10** On the date of termination an Employee shall receive payment of:

83.10.1 payment in lieu of any remaining period of notice;

83.10.2 the redundancy payment; and

83.10.3 payment of accrued and unused annual and long service leave entitlements.

**83.11** "Salary" wherever it appears in this clause means the amount paid to an Employee including any salary supplementation, market loading, clinical loading or other allowance paid to the Employee at the time that they are advised of redundancy.

**83.12** All payments will be calculated on the Employee's salary at the date of termination of employment. Where an Employee has converted between Full-Time to Part-Time employment, the Employee will receive payment based on the average hours worked over their years of Continuous Service.

### Removal expenses

**83.13** An Employee who received a relocation package on appointment or was required to relocate during their employment is entitled to a contribution towards removal/relocation expenses up to \$2,000. Such payments are intended to be a contribution rather than full payment of removal expenses. The Employee must notify the University of their intent to use this allowance within 30 days of their termination and expend the allowance within ninety (90) days of termination. The entitlement will be paid to the Employee upon submission to People & Culture of receipt of payment for relocation costs.

#### **Separation letter**

**83.14** An Employee who has been given notice of termination may request a letter signed by the University certifying that they are the occupant of a position deemed to be surplus to the requirements of the organisation.

#### **Redeployment**

**83.15** Where an Employee elects redeployment (Redeployees), the University will consult with the Employee in an attempt to find Suitable Alternative Employment.

**83.16** Redeployees will be considered for Suitable Alternative Employment elsewhere in the University having regard to:

- 83.16.1 skills/qualifications, background and experience;
- 83.16.2 area of Academic expertise/ discipline;
- 83.16.3 designation/classification level;
- 83.16.4 salary level (allowances, or loadings and other like payments would continue to apply only if applicable);
- 83.16.5 expressed desires in respect of alternative employment;
- 83.16.6 re-training requirements; and
- 83.16.7 preferred work location.

**83.17** If an Employee is redeployed to a permanent position in a new geographic location, the Vice-Chancellor may authorise the reimbursement of reasonable costs associated with the relocation of the Employee and their family.

**83.18** Following an Employee accepting a relocation, the Vice-Chancellor may authorise the payment to the Employee of an allowance for up to four (4) weeks of accommodation expenses, comprising two-thirds of the expenses necessarily incurred by the Employee and their family.

**83.19** If required, redeployees will be provided with suitable employment for the duration of the eight (8) week transition period.

**83.20** If a redeployee successfully obtains Suitable Alternate Employment in either a continuing position or a fixed-term position contract, that employee forfeits their right to receiving a redundancy payment. The Employee may reject Suitable Alternative employment if it is a limited term position.

**83.21** If a Redeployee unreasonably rejects an offer of Suitable Alternative Employment the University may terminate the Employee’s employment and shall receive the following notice period:

Period of Continuous Service	Period of Notice
Not more than one (1) year	One (1) week
One (1) year but less than three (3) years	Two (2) weeks,
Three (3) years but less than five (5) years	Three (3) weeks,
Five (5) years or over	Four (4) weeks,

In addition to this notice, an Employee over the age of 45 years at the time notice is given and with not less than two (2) years Continuous Service is entitled to an additional one (1) week notice.

**Review**

**83.22** Where the Employee has been given notice that their employment has been terminated on the grounds of redundancy, the Employee will be entitled within 20 working days from receiving the notice, to make a submission to an Independent Reviewer as to why their employment should not be terminated.

**83.23** The Independent Reviewer will be agreed between the University and the relevant Union and will consider whether the required procedures have been followed and/or if the University used fair and objective criteria in making the decision to terminate. This will include:

- 83.23.1 provide an opportunity for the Employee to be interviewed and answer questions relating to the process;
- 83.23.2 interview any person they think fit to satisfy themselves in relation to whether due process was followed;
- 83.23.3 take into account such further material appropriate to determine whether due process was followed and provide the Employee the opportunity to respond;
- 83.23.4 conduct proceedings in camera, unless otherwise agreed; and
- 83.23.5 if agreed keep a sound recording of the interviews for the purposes of accurate record keeping.

**83.24** The Independent Reviewer will provide their report to the University and the Employee within fifteen (15) working days.

**83.25** Should the Independent Reviewer determine that the procedures were complied with by the University; the University may then choose to extend the time frame for possible redeployment of the Employee.

**83.26** Should the Independent Reviewer make a finding that the University did not act according to procedure, the matter will be referred back to the Vice-Chancellor for a determination as to the appropriate course of action having regard to the findings of the Independent Reviewer.

**83.27** Should the Employee fail in their review application, the Employee will, at the completion of the eight (8) week transition period:

- 83.27.1 where it has been agreed that the Employee will work out their notice period, commence working out their period of notice; or
- 83.27.2 have their employment terminated in line with subclause 83.9.

**83.28** The University will consider any reasonable request by the Employee or their representative to extend the periods under this clause.



## Re-employment

- 83.29** An Employee whose employment is terminated under this clause shall not be eligible for re-employment, other than as a casual Employee, for the period of two (2) years.
- 83.30** Notwithstanding, under exceptional circumstances the Vice-Chancellor may re-employ an Employee before the expiration of the period of the redundancy payment.

## 84. VET Classifications

### The Descriptors

- 84.1** VET Academic position descriptors outline the standards, expectations and necessary qualifications of VET Academics at Charles Darwin University, providing a foundation for and informing the process of probation, performance management and promotion.
- 84.2** VET Academics are classified as a Teaching Focused Academics, expected predominantly to teach and engage in the scholarly advancement of teaching with limited involvement in other research activity.
- 84.3** Some expectations of Employees in a given Academic Level will differ according to the role in which they are employed and content they are delivering.

### Minimum Vocational Education and Training Requirements

- 84.4** Charles Darwin University has the requirement with regard to the minimum teaching and assessing qualifications and competence as described in the Standards for Registered Training Organisations (RTOs) 2015 or its successors.

### Level A

- 84.5** Level A VET Academics will work with support and guidance from more senior VET Academics. They are expected to develop expertise in teaching and/or research with an increasing degree of autonomy. Level A VET Academics will normally contribute to teaching at a level appropriate to the skills and experience of the Employee, engage in scholarly research and/or professional activities and/or community engagement activities appropriate to their professional discipline, undertake administration primarily relating to their activities at the institution, support clients external to the University and carry out activities to maintain and develop professional standing in their discipline.
- 84.6** To instruct in Vocational Education and Training, Level A VET Academics will hold the vocational competencies at least to the level being delivered and assessed, current industry skills directly relevant to the training and assessment being provided, and current knowledge and skills in vocational training and learning that informs their training and assessment. In addition, training and assessment may only be delivered by persons who have Certificate IV in Training and Assessment (TAE40116), or its successor, or a diploma or higher level qualification in adult education. VET Academics may be required to update their credentials to meet the latest national and/or University requirements within a reasonable timeframe.
- 84.7** Duties in Vocational Education and Training may include:
- 84.7.1 Research content of courses, training packages, lessons, learning and assessment materials.
  - 84.7.2 Select, adapt and develop appropriate learning and assessment strategies for the particular student group and teaching program.
  - 84.7.3 Plan and conduct individual lessons and courses in order to meet the needs of Training Packages and/or the accredited courses.
  - 84.7.4 Establish and maintain a learning environment in the classroom, workshop, community or industry setting.

- 84.7.5 Undertake workplace assessment.
- 84.7.6 Participate in moderation and validation of assessment and assessment tools with other Employees.
- 84.7.7 Support continuous improvement within the team.
- 84.7.8 Negotiate training plans for trainees and apprentices.
- 84.7.9 Maintain appropriate industry engagement and relationships.
- 84.7.10 Participate in curriculum development/ Training package implementation.
- 84.7.11 Assess the competency of students, on entry, during and at the conclusion of courses.
- 84.7.12 Provide specialist assistance to enhance each student's learning as well as counselling and educational support.
- 84.7.13 Prepare and maintain workshops and equipment as necessary as well as other learning materials in print-based, audio visual and online computer media.
- 84.7.14 Contribute to the administration of teaching programs and complete administration tasks relevant to teaching programs to ensure compliance with the National VET Quality Framework and CDU business processes.
- 84.7.15 Participate in the delivery of teaching and educational services to industry and the community through training needs analysis, skills audit, and consultancy to external clients.

**84.8** Level A VET Academics teaching in Vocational Educational Units will benchmark nationally against Category II lecturers.

#### **Level B**

- 84.9** A Level B VET Academic will have expertise within their discipline area and will undertake independent teaching and research in that discipline or related area. Level B VET Academics will make an independent contribution in teaching and/or research, co-ordinate and/or lead the activities of other Employees as appropriate to the discipline, undertake relevant community engagement and contribute to administration requirements. Level B VET Academics will provide educational leadership as appropriate through exemplary teaching practice, the application of contemporary teaching methodologies, encouragement of innovation and support to other VET Academics in curriculum development, training package implementation, excellence in approaches to implementation assessment, materials development in program organisation and delivery, and contribute to administration requirements.
- 84.10** Level B VET Academics may have teaching and/or Team Leader roles. These VET Academics will benchmark against Category III trainers nationally.
- 84.11** When teaching, a Level B VET Academic would be a recognised teaching and learning leader within their Division. In addition to the minimum National VET Quality Framework requirements, Level B VET Academics teaching in Vocational Education and Training units will normally have successfully completed a Diploma in TAA or equivalent (as determined by the PVC VET) and a Diploma in their discipline area. To attain Level B, VET Academics will be able to provide examples of teaching and learning projects that have led to improvement of University teaching and learning outcomes within and Division or School, and be able to provide examples and evidence of teaching and learning excellence, such as exemplary student, client, industry satisfaction. The VET Academic will be required to undertake an annual teaching and learning project for the benefit of their Division or School as agreed with their Manager/ Head of School as part of their normal duties.
- 84.12** To work in a Team Leader capacity, VET Academics are expected to have education, training and/or relevant industry experience equivalent to completion of a degree in Management or relevant area.
- 84.13** Other duties required of a Level B VET Academic in addition to those duties required of a Level A VET Academic, may include:

- 84.13.1 Delivery of teaching and learning programs and educational leadership through support to other lecturers and demonstration of 'good practice'.
- 84.13.2 Lead discussion and teams on workplace assessment.
- 84.13.3 Lead Employees in moderation and validation of assessment.
- 84.13.4 A proven track record in supporting commercial activities within the team.
- 84.13.5 Support continuous improvement within the team and lead projects to implement improvements.
- 84.13.6 Maintain appropriate industry engagement and relationships at a Northern Territory Level.
- 84.13.7 Design and development of teaching programs and educational services.
- 84.13.8 Effective management and organisation of teaching through appropriate and relevant administrative tasks.
- 84.13.9 Provide a mentoring role to less experienced lecturers.
- 84.13.10 Deliver teaching and educational services to industry and the community.
- 84.13.11 Participate in curriculum development or non-teaching roles within the field of expertise.
- 84.13.12 Provide leadership to change teaching strategies and programs to incorporate technological change, change in student clientele, accreditation requirements and course review recommendations.
- 84.13.13 Contribute to the community and/or industry through demonstrable achievement in the relevant field or discipline.
- 84.13.14 Attendance at University meetings and/or membership of a number of Industry groups relevant to the University.

#### **Team Leader**

**84.14** Duties required of a Level B VET Academic working in the capacity of Team Leader may include:

- 84.14.1 Ensure the effective development and delivery of high quality and relevant teaching programs and training services.
- 84.14.2 Ensure team indicators are met through the provision of educational leadership, and effective management of physical, financial and human resources.
- 84.14.3 Lead and ensure compliance with ASQA within the team.
- 84.14.4 Plan, develop and implement teaching programs to meet identifiable needs and evaluate the effectiveness of those programs.
- 84.14.5 Develop, manage and continually improve learning and assessment strategies for training delivered by the team.
- 84.14.6 Ensure teaching programs are conducted in the most cost efficient manner in regard to equipment and materials.
- 84.14.7 Ensure administrative processes within the team meet customer expectations and University organisational processes and accountabilities.
- 84.14.8 Provide advice to management on program requirements, including the cost and resource implications of such programs, applying commercial principles to the delivery of services.
- 84.14.9 Co-ordinate and support the work teams with emphasis on innovative teaching and learning.
- 84.14.10 Support and assist with professional development of Employees.
- 84.14.11 Undertake teaching and assessment as required.
- 84.14.12 Perform other duties as requested by the PVC VET, Head of School or Dean as required.
- 84.14.13 Develop and maintain close liaison with existing and potential clients and build markets.
- 84.14.14 Represent the University at industry events.
- 84.14.15 Perform other duties as required by their Manager.

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

### Level C

**84.15** Level C VET Academics will make a significant contribution to the discipline at the national level, including by playing a significant role within the profession, industry group or discipline. In research and/or scholarship and/or teaching they will foster excellence and make original contributions, which expand knowledge or practice in their discipline. Level C VET Academics will contribute to University Core Business, including by provision of educational and administrative leadership through a relevant contribution to all activities of the Division or Faculty and governance of the University.

**84.16** In addition to the skills base required of a Level B VET Academic, a Level C VET Academic will normally have completed a minimum of a Master's Degree in education or management.

**84.17** Duties required of a Level C VET Academic, in addition to those duties required of a Level B VET Academic, may include:

84.17.1 Participate in teaching through a distinguished personal contribution.

84.17.2 Contribute significantly to the profession, and/or discipline at a national level.

84.17.3 High level administrative functions.

84.17.4 Development of educational policy and curriculum within the industry area discipline and/or discipline.

84.17.5 Development of policy and administrative matters within the Industry Division/ Faculty School, Faculty or an interdisciplinary area within the University.

84.17.6 Participation and leadership in industry and professional and commercial sectors at a national level.

84.17.7 Contribution towards planning of the VET system both locally and nationally.

84.17.8 Provide leadership in the implementation of change, demonstrate personal flexibility and ability in innovating and adapting the VET sector within the Lecturer's area of expertise both locally and nationally.

### Level D

**84.18** Level D VET Academics will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

**84.19** Level D VET Academics will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. Level D VET Academics will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

### Level E

**84.20** Level E VET Academics will provide leadership and foster excellence in research and/or teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

**84.21** Level E VET Academics will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. Level E VET Academics will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. Level E VET Academics will make a commensurate contribution to the work of the institution.

## Part L- Professional Employee Provisions

### 85. Rates of Pay

85.1 Full-Time salaries are given in the table below.

85.2 Part-Time Employees are paid on a pro-rata basis determined by the fraction of Full-Time work undertaken.

Level	On Successful vote	October 2023	October 2024
1.1*	\$47,056	\$47,997	\$48,957
1.3	\$52,932	\$53,991	\$ 55,071
2.3	\$55,976	\$57,095	\$ 58,237
3.5	\$64,617	\$65,909	\$ 67,227
4.1	\$65,168	\$66,471	\$ 67,800
4.2	\$66,536	\$67,867	\$ 69,224
4.3	\$67,905	\$69,264	\$ 70,649
4.4	\$69,279	\$70,665	\$ 72,078
5.1	\$70,648	\$72,061	\$ 73,502
5.2	\$73,390	\$74,858	\$ 76,355
5.3	\$76,132	\$77,655	\$ 79,208
5.4	\$78,871	\$80,449	\$ 82,058
5.5	\$81,617	\$83,249	\$ 84,914
6.1	\$83,265	\$84,931	\$ 86,629
6.2	\$84,631	\$86,323	\$ 88,050
6.3	\$86,004	\$87,724	\$ 89,478
6.4	\$87,379	\$89,127	\$ 90,909
6.5	\$88,743	\$90,518	\$ 92,329
7.1	\$89,845	\$91,642	\$ 93,475
7.2	\$92,034	\$93,875	\$ 95,752
7.3	\$94,229	\$96,113	\$ 98,036
7.4	\$96,425	\$98,354	\$ 100,321
7.5	\$98,622	\$100,594	\$ 102,606
8.1	\$100,815	\$102,831	\$ 104,888
8.2	\$104,100	\$106,182	\$ 108,306
8.3	\$107,392	\$109,540	\$ 111,731
8.4	\$110,687	\$112,901	\$ 115,159
8.5	\$113,973	\$116,253	\$ 118,578
9.1	\$117,264	\$119,610	\$ 122,002
9.2	\$118,907	\$121,285	\$ 123,711
9.3	\$120,556	\$122,967	\$ 125,427
9.4	\$122,194	\$124,638	\$ 127,131
9.5	\$123,847	\$126,324	\$ 128,851
10.1	\$123,898	\$126,376	\$ 128,903
10.2	\$127,301	\$129,847	\$ 132,444
10.3	\$130,702	\$133,316	\$135,982
10.4	\$134,104	\$136,786	\$139,522
10.5	\$137,506	\$140,256	\$143,061

\*Level 1 Step 1 is for Trainees only

## 86. Shift Work

**86.1** Professional Employees who are required to work a rostered shift are paid an allowance in accordance with the following table, provided that where more than one (1) allowance may be applicable, an Employee shall be paid the highest of the applicable rates:

Shift Worked	Allowance
<p><b><u>Day shift</u></b> Starting at or after 6.00 am and before 10.00 am Monday to Friday</p>	115% of the normal rate of pay for all time worked before 8.00a.m.
<p><b><u>Afternoon shift</u></b> Starting at or after 10.00 am and before 8.00 pm Monday to Friday</p>	115% of the normal rate of pay for all time worked
<p><b><u>Night shift</u></b> a. Any shift starting after 8.00 pm and before 6.00 am Monday to Friday b. For a period exceeding four (4) weeks</p>	<p>a. 115% of the normal rate of pay for all time worked b. 130% of the normal rate of pay for all time worked</p>
<p><b><u>Saturday shift</u></b> Between midnight Friday and midnight Saturday</p>	150% of the normal rate of pay for all time worked
<p><b><u>Work done outside of the Employee's ordinary shift hours</u></b></p>	200% of the normal rate of pay for all time worked outside of the Employee's ordinary shift hours except where the work is due to late relief in which case 150% of the normal rate is paid for the first eight (8) hours and 200% thereafter.

**86.2** A Maintenance, Security, Early Childhood Educator or Cleaning Employee who works on any afternoon or night shift which does not continue for at least five (5) consecutive afternoons or nights is paid 150% of the normal rate of pay for all time worked.

**86.3** The rate payable for shift work shall be at the Employee's current classification rate calculated up to the maximum of Level 7.

**86.4** The additional payment prescribed by this clause will not be taken into account in the calculation of overtime or in the determination of any allowance based on salary.

## 87. Professional Employee Workloads

**87.1** Workloads should be discussed as part of (the annual review and planning process):

87.1.1 If an Employee considers that they are being unreasonably expected to carry out additional duties or that the load associated with existing duties has unreasonably increased, the matter should be raised with their Supervisor.

87.1.2 The Supervisor will examine the workload concerns by comparison to workloads of comparable positions elsewhere in the work unit and such other factors as are reasonable.

87.1.3 If after the examination set out in subclause 87.1.2 the Employee still believes that their concerns about workload have not been adequately dealt with, they may lodge a request for their workload to be reviewed by the Director, People and Culture.

## 88. Level of Work

**88.1** Where an Employee/Supervisor believe that a substantial part of a job/position should be reclassified, they may request an evaluation.

**88.2** Criteria for having a position evaluated include:

88.2.1 establishment of a new position;

88.2.2 significant evolutionary change of an existing position resulting in a significant ongoing net addition in work value;

88.2.3 normal planning and review through the development and performance review process;  
or

88.2.4 a significant restructure of the cost centre and its work environment with a major redistribution of duties.

**88.3** A written application for evaluation addressing the relevant selection criteria may be submitted, by either the Supervisor or the Employee, to People and Culture for evaluation. The evaluation will be undertaken using the position descriptors established under this Agreement.

**88.4** If the decision is to reclassify the position to a higher level, the incumbent shall be directly appointed to that position if they can demonstrate they are performing their duties to a satisfactory standard and they meet all the key selection competencies of the reclassified position. A direct appointment to a higher level shall be confined to one (1) level.

88.4.1 Where the incumbent fails to meet the key selection competencies but suitable training is identified and undertaken, they may be directly appointed.

**88.5** If the incumbent fails to meet the required standards of the reclassified position, they may access the appropriate redundancy and redeployment provisions of the Agreement.

**88.6** Where a position has been reclassified downwards, the incumbent will not be forced to take the job. Instead, they may elect to access the redundancy and redeployment provisions of the Agreement. Where the incumbent does choose to move into the reclassified job, their salary will be maintained at its current level for twelve (12) months following the move into the position.

**88.7** The University will, unless otherwise notified, finalise any process under this clause within eight (8) weeks.

**88.8** Where an Employee feels the demands of their job exceeds reasonable expectations they may seek a review by the relevant Senior Manager, subject to the matter being raised initially with their Supervisor.

## Mobility and Advancement

**88.9** The University will, at its discretion and where there is a reasonable expectation of having a successful and appointable applicant, advertise Professional positions internally, with priority given to Level 5 and 6 roles.

## 89. Professional Redundancy

- 89.1** These provisions apply to Professional Employees holding continuing appointments and will be applied in conjunction with a change management initiative completed under Clause-61 Consultation and Introduction of Change.
- 89.2** These provisions do not apply to Continuing Contingent Employees, Fixed-Term contract Employees, casual Employees or Employees on probation.
- 89.3** An Employee may be terminated under this clause in accordance with the provisions herein.
- 89.4** Where the University has identified a position as redundant following approval to implement change under Clause 61. Consultation and Introduction of Change, they will write to an Employee whose position is now identified as redundant. The date of the written notice will commence the Notice Period at subclause 89.6.1 and will include:
- 89.4.1 notification of being displaced due to their position being made redundant;
  - 89.4.2 a Redundancy calculation;
  - 89.4.3 the effective separation date, which will be no longer than four (4) weeks from the date of notification; and
  - 89.4.4 advice of the option for redeployment.
- 89.5** If the Employee chooses to accept a Redundancy Package, they may negotiate an alternative separation date through People and Culture. Where an alternative separation date has been agreed, the Employee will be provided with an updated Redundancy calculation.

### Redundancy Payment

- 89.6** The Redundancy Package shall consist of two (2) separate components based on the following:
- 89.6.1 notice Period: Four (4) weeks: and
  - 89.6.2 redundancy Payment: Twelve (12) weeks plus two (2) weeks for each completed year of service or pro rata for part year service.
- 89.7** Where the Employee is 45 years or older and has two (2) years Continuous Service, they are entitled to an additional two (2) week Notice Period.
- 89.8** The minimum Redundancy Package shall be seventeen (17) weeks salary less any period of redeployment served and the maximum Redundancy Payment on termination shall be 52 weeks salary.
- 89.9** All payments will be calculated on the Employee's substantive role salary at the date of termination of employment. Where an Employee has converted from Full-Time to Part-Time employment, the Employee will receive payment based on the average hours worked over their years of Continuous Service.
- 89.10** Within ten (10) working days of receiving the written notice at subclause 89.4, the Employee must write to People and Culture advising their choice to either separate from the University or seek to be redeployed.
- 89.11** A displaced Employee who elects redundancy will cease to be employed as of the separation date in the advice letter sent at subclause 89.4, or at another date agreed between the Employee and the University.
- 89.11.1 Where the Employee separates from the University during the Notice Period any remaining Notice Period shall be paid in lieu.
- 89.12** If an Employee is on secondment at the time their substantive position is made redundant, and:
- 89.12.1 the secondment has less than nine (9) months remaining, the requirement to make an election under subclause 89.10 will be deferred until the conclusion of the secondment, excluding any extensions.



89.12.2 the secondment has more than nine (9) months remaining, the Employee will be required to make an election within ten (10) working days as per requirements under subclause 89.10. The Employee may elect:

- a. redundancy, which will then take effect in accordance with the above procedure; or
- b. redeployment to their current secondment position or an alternative position, in which case the redeployment period will commence from the date of election in accordance with subclauses 89.16 to 89.24. An Employee who chooses redeployment to their seconded position as placement in Suitable Alternative Employment, as per subclause 89.21, forfeits their right to receiving a redundancy payment at the end of the secondment.

### **Removal expenses**

**89.13** An Employee who received a relocation package on appointment or was required to relocate during their employment is entitled to a contribution towards removal/relocation expenses up to \$2,000. Such payments are intended to be a contribution rather than full payment of removal expenses. The Employee must notify the University of their intent to use this allowance within 30 days of their termination and expend the allowance within 90 days of termination. The entitlement will be paid to the Employee upon submission to People and Culture of receipt of payment for relocation costs.

### **Re-employment**

**89.14** An Employee whose employment is terminated under this clause shall not be eligible for re-employment, other than as a casual Employee, for the period of two (2) years.

**89.15** Notwithstanding, under exceptional circumstances the Vice-Chancellor may re-employ an Employee before the expiration of the period of the redundancy payment.

### **Redeployment**

**89.16** Where an Employee elect's redeployment (Redeployees), the University will consult with the Employee in an attempt to find Suitable Alternative Employment.

**89.17** The maximum redeployment period is up to twelve (12) weeks from the date the Employee elected to be redeployed.

**89.18** Redeployees will be provided with suitable employment for the duration of the redeployment period. This may involve being placed in one (1) or more positions which may be lower classification level. During the redeployment period the Employee's salary will be maintained at their substantive salary level.

**89.19** The University may redeploy an Employee:

89.19.1 to Suitable Alternative Employment; or

89.19.2 where the Employee agrees, to a position classification one level below the Employee's current classification.

**89.20** Redeployees will be considered for Suitable Alternative Employment elsewhere in the University having regard to:

89.20.1 skills/qualifications, background and experience;

89.20.2 designation/classification level;

89.20.3 salary level;

89.20.4 re-training requirements; and

89.20.5 preferred work location.

**89.21** An Employee who is redeployed under this clause, will cease to be a redeployee from the date of acceptance to be placed into Suitable Alternative Employment and forfeits their right to receive a Redundancy Payment. Suitable Alternative Employment may be a Continuing or Fixed-Term

position. Notwithstanding, an Employee may refuse an identified Suitable Alternative Employment position if it is Fixed-Term.

- 89.22** If subclause 89.19.2 applies then the Employee will continue to be paid at the salary they received immediately prior to redeployment for a period of twelve (12) months from the date of redeployment.
- 89.23** If a redeployee unreasonably rejects an offer of Suitable Alternative Employment the University may terminate the Employee's employment by paying the redundancy payment entitlement minus the period of redeployment served to the date of termination.
- 89.24** Where a redeployee is unable to be placed in Suitable Alternative Employment at the end of their twelve (12) week redeployment period, the redeployee will be terminated and will receive payment as at clauses 89.6 and 89.7, where applicable, less the period of redeployment already served.

## 90. Professional Employee Classifications

**90.1** Professional Employees will be classified in one of the following categories:

- Cleaner, Labourer or Trainee (Level 1 to 3)
- Administration Assistant or Security Patrol Officer (Level 2 to 5)
- Maintenance, Technical or Early Childhood Educators (Level 1 to 5)
- IT Support (Level 5 to 9)
- Student Support (Level 3 to 9)
- Finance and Administration (Level 3 to 9)
- Management (Level 6 to 10)

**90.2** The ten (10) level classification structure is the basis for defining work value and establishing, evaluating and reviewing classifications of professional positions at the University.

**90.3** The Position Classification Standards (PCS) are the basis for all Professional position classifications. A current position profile detailing roles and responsibilities is to be maintained for all Professional positions by the relevant cost centre and a copy provided to People and Culture.

For the purposes of the Position Classification Standards the following terms will mean:

Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine supervision	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction	Direction is provided in terms of objectives which may require the planning of Employees' time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.
Year 12	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate	Completion of an apprenticeship, normally of four (4) years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two (2) -year part time post-Year 12 or post-trade certificate course.

Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to two (2) years full time post-Year 12 study.
Advanced diploma	A course at a higher education or vocational educational and training institution, typically equivalent to three (3) years full time post-Year 12 study.
Degree	A recognised degree from a higher education institution often completed in three (3) or four (4) years, and sometimes combined with a one-year diploma.
Postgraduate degree	A recognised postgraduate degree, over and above a degree as defined above.
<i>Note previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.</i>	
Training level	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent	Examples of occupations typically falling within each classification level.
Level of supervision	This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.
Task level	The type, complexity and responsibility of tasks typically performed by Employees within each classification level.
Organisational knowledge	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of Employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three (3) qualities applies at each classification level.
Typical activities	Examples of activities typically undertaken by Employee in different occupations at each of the classification levels.

## **Professional Employee Level 1**

### **Training level or qualifications**

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

### **Occupational equivalent**

- 90.5 Cleaner, Labourer, Trainee for level 2 duties.

### **Level of supervision**

- 90.6 Close Supervision or, in the case of more experienced Employees working alone, Routine Supervision.

### **Task level**

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

### **Organisational knowledge**

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

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

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

### **Typical activities**

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

## **Professional Employee Level 2**

### **Training level or qualifications**

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

### **Occupational equivalent**

- 90.12 Administrative Assistant, Security Patrol Officer.

### **Level of supervision**

- 90.13 Routine Supervision of straightforward tasks; Close Supervision of more complex tasks (see task level below).

### **Task level**

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

### **Organisational knowledge**

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

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

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

### **Typical activities**

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

## **Professional Employee Level 3**

### **Training level or qualifications**

**90.18** Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

90.18.1 completion of a relevant trades certificate or Certificate III;

90.18.2 completion of Year 12 or a Certificate II, with relevant work experience; or

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

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

### **Occupational equivalent**

**90.20** Tradesperson, Technical Assistant/Technical Trainee, Administrative Assistant.

### **Level of supervision**

**90.21** In technical positions, Routine Supervision, moving to General Direction with experience. In other positions, General Direction. This is the first level where supervision of other Employees may be required.

### **Task level**

**90.22** Some complexity. Apply body of knowledge equivalent to Trade Certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

### **Organisational knowledge**

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

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

**90.24** Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

### **Typical activities**

- 90.25** In trades positions apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.
- 90.26** In technical assistant positions:
- 90.26.1 assist a technical officer in operating a laboratory, including ordering supplies;
  - 90.26.2 assist in setting up routine experiments;
  - 90.26.3 monitor experiments for report to a technical officer;
  - 90.26.4 assist with the preparation of specimens; and
  - 90.26.5 assist with the feeding and care of animals.
- 90.27** Employee would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.
- 90.28** In administrative positions, perform a range of administrative support tasks including:
- 90.28.1 standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics; and
  - 90.28.2 provide general administrative support to other Employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.

### **Professional Employee Level 4**

#### **Training level or qualifications**

- 90.29** Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 90.29.1 completion of a diploma level qualification with relevant work-related experience; or
  - 90.29.2 completion of a Certificate IV with relevant work experience, or
  - 90.29.3 completion of a post-trades certificate and extensive relevant experience and on the job training, or
  - 90.29.4 completion of a Certificate III with extensive relevant work experience, or
  - 90.29.5 an equivalent combination of relevant experience and/or education/training.

#### **Occupational equivalent**

- 90.30** Technical Officer or Technician, administrative above Level 3, Advanced Tradespersons.

#### **Level of supervision**

- 90.31** In technical positions, Routine Supervision to General Direction depending upon experience and the complexity of the tasks. In other positions, General Direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

#### **Task level**

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

### **Organisational knowledge**

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

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

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

### **Typical activities**

**90.35** In trades positions:

- 90.35.1 work on complex engineering or interconnected electrical circuits; and
- 90.35.2 exercise high precision trades skills using various materials and/or specialised techniques.

**90.36** In technical positions:

- 90.36.1 develop new equipment to criteria developed and specified by others;
- 90.36.2 under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and
- 90.36.3 demonstrate the use of equipment and prepare reports of a technical nature as directed.

**90.37** In library technician positions:

- 90.37.1 undertake copy cataloguing;
- 90.37.2 use a range of bibliographic databases;
- 90.37.3 undertake acquisitions; and
- 90.37.4 respond to reference inquiries.

**90.38** In administrative positions:

- 90.38.1 may use a full range of desktop-based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- 90.38.2 plan and set up spreadsheets or data base applications;
- 90.38.3 be responsible for providing a full range of secretarial services, e.g. in a College/Faculty;
- 90.38.4 provide advice to students on enrolment procedures and requirements; and
- 90.38.5 administer enrolment and course progression records.

## **Professional Employee Level 5**

### **Training level or qualifications**

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

- 90.39.1 completion of a Degree without subsequent relevant work experience, or
- 90.39.2 completion of an Advanced Diploma Qualification and at least one (1) year's subsequent relevant work experience, or
- 90.39.3 completion of a Diploma qualification and at least two (2) years' subsequent relevant work experience, or
- 90.39.4 completion of a Certificate IV and extensive relevant work experience, or
- 90.39.5 completion of a post-trades certificate and extensive (typically more than two (2) years') relevant experience as a technician, or
- 90.39.6 an equivalent combination of relevant experience and/or education/training.



### **Occupational equivalent**

**90.40** Graduate (i.e. Degree) or professional, without subsequent work experience on entry (including inexperienced Computer Systems Officer); Administrator with responsibility for advice and determinations; experienced Technical Officer.

### **Level of supervision**

**90.41** In professional positions, Routine Supervision to General Direction, depending on tasks involved and experience. In other positions, General Direction and may supervise other Employees.

### **Task level**

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

### **Organisational knowledge**

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

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

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

### **Typical activities**

**90.45** In technical positions:

- 90.45.1 develop new equipment to general specifications;
- 90.45.2 under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- 90.45.3 under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and
- 90.45.4 prepare reports of a technical nature.

**90.46** In Library Technician positions, perform at a higher level than Level 4, including:

- 90.46.1 assist with reader education programs and more complex bibliographic and acquisition services; and
- 90.46.2 operate a discrete unit within a library which may involve significant supervision or be the senior Employee in an out-posted service.

**90.47** In administrative positions:

- 90.47.1 responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

**90.48** In industry professional positions and under industry professional supervision:

- 90.48.1 work as part of a research team in a support role;

- 90.48.2 provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services.
- 90.48.3 Provide counselling services.

### **Professional Employee Level 6**

#### **Training level or qualifications**

- 90.49** Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 90.49.1 a Degree with subsequent relevant experience, or
  - 90.49.2 extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
  - 90.49.3 an equivalent combination of relevant experience and/or education/training.

#### **Occupational equivalent**

- 90.50** Graduate or industry professional with subsequent relevant work experience (including a Computer Systems Officer with some experience); Line Manager; experienced Technical Specialist and/or Technical Supervisor.

#### **Level of supervision**

- 90.51** In industry professional positions, General Direction; in other positions, Broad Direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-industry professional Employees.

#### **Task level**

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

#### **Organisational knowledge**

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

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

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

#### **Typical activities**

- 90.55** In technical positions:
- 90.55.1 manage a teaching or research laboratory or a field station;
  - 90.55.2 provide highly specialised technical services;
  - 90.55.3 set up complex experiments;
  - 90.55.4 design and construct complex or unusual equipment to general specifications;
  - 90.55.5 assist honours and postgraduate students with their laboratory requirements; and

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

**90.56** In administrative positions:

90.56.1 provide financial, policy and planning advice;

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

90.56.3 monitor expenditure against budget in a school or small College/ Faculty.

**90.57** In industry professional positions:

90.57.1 work as part of a research team;

90.57.2 provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;

90.57.3 provide counselling services;

90.57.4 undertake a range of computer programming tasks;

90.57.5 provide documentation and assistance to computer users; and

90.57.6 analyse less complex user and system requirements.

### **Professional Employee Level 7**

#### **Training level or qualifications**

**90.58** Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

90.58.1 a degree with at least four (4) years subsequent relevant experience; or

90.58.2 extensive experience and management expertise in technical or administrative fields;  
or

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

#### **Occupational equivalent**

**90.59** Senior Librarian; Technical Manager; Senior Research Assistant, Industry Professional or Scientific Officer; Senior Administrator in a small less complex College/Faculty.

#### **Level of supervision**

**90.60** Broad Direction. May manage other Employees including administrative, technical and/or industry professional Employees.

#### **Task level**

**90.61** Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

#### **Organisational knowledge**

**90.62** Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

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

**90.63** Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

#### **Typical activities**

**90.64** In a library, combine specialist expertise and responsibilities for managing a library function.

- 90.65 In student services, the training and supervision of other industry professional Employees combined with policy development responsibilities which may include research and publication.
- 90.66 In technical Manager positions, the management of teaching and research facilities for a department or school.
- 90.67 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- 90.68 In administrative positions, provide less senior administrative support to relatively small and less complex College/Faculty or equivalent.

### **Professional Employee Level 8**

#### **Training level or qualifications**

- 90.69 Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- 90.69.1 postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
  - 90.69.2 extensive experience and management expertise; or
  - 90.69.3 an equivalent combination of relevant experience and/or education/training.

#### **Occupational equivalent**

- 90.70 Manager (including administrative, research, industry professional or scientific); Senior School or College/Faculty Administrator; Researcher.
- 90.71 Technical expert with a minimum of five (5) years relevant information technology experience.

#### **Level of supervision**

- 90.72 Broad Direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or industry professionals.

#### **Task level**

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

#### **Organisational knowledge**

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

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

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

#### **Typical activities**

- 90.76 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 90.77 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

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

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

**90.80** Apply advanced technical skills in information technology.

### **Professional Employee Level 9**

#### **Training level or qualifications**

**90.81** Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

90.81.1 postgraduate qualifications and extensive relevant experience;

90.81.2 extensive management experience and proven management expertise; or

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

#### **Occupational equivalent**

**90.82** Manager (including administrative, research, professional or scientific); senior school or college/faculty Administrator; Senior Researcher. Technical expert with a minimum of seven (7) years relevant information technology experience.

#### **Level of supervision**

**90.83** Broad Direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other Employees including administrative, technical and/or industry professional Employees.

#### **Task level**

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

#### **Organisational knowledge**

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

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

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

#### **Typical activities**

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

**90.88** Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

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

**90.90** Provide senior administrative support to the more complex schools and colleges/faculties, taking into account the size, budget, course structure, external activities and management practices within the college/faculty or equivalent unit.

**90.91** Apply expert knowledge and skills in relation to information technology issues and problems.

### **Professional Employee Level 10**

#### **Training level or qualifications**

**90.92** Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

90.92.1 proven expertise in the management of significant human and material resources; in addition to, in some areas;

90.92.2 postgraduate qualifications and extensive relevant experience.

#### **Occupational equivalent**

**90.93** Senior Program, Research or Administrative Manager; or Technical Expert with a minimum of ten (10) years relevant information technology experience.

#### **Level of supervision**

**90.94** Broad Direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or Employees (including administrative, technical and/or industry professionals).

#### **Task level**

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

#### **Organisational knowledge**

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

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

**90.97** Be fully responsible for the achievement of significant organisational objectives and programs.

#### **Typical activities**

**90.98** Manage a large functional unit with a diverse or complex set of functions and significant resources.

**90.99** Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

**90.100** Provide senior administrative support to the most complex schools and colleges/faculties in large institutions, involving complex course structures, significant Employee and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

**90.101** Apply leadership and advanced skills in information technology specifically in relation to complex problem solving and associated issues.

### **Broadbanding between levels**

- 90.102** The purpose of a broadbanded structure is to provide opportunities for an Employee at one classification level to perform work at the next level. Managers in general need to reorganise work in order to provide these opportunities, and in some areas, it may not be possible to do so. Details of the University processes relating to Broadbanding are contained in The Guide to Position Classification Standards and Broadbanding.
- 90.103** The parties agree that competency barriers will apply for advancement from the lower to the higher Level where a classification is broadbanded over two (2) levels.
- 90.104** An Employee can apply to have their competence assessed at any time but actual advancement to the next level can only be effected from the top of the lower level. Normally, new Employees will commence at the lower level.

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



- 90.105** To be advanced from Level 1 to Level 2 a Professional Employee at Level 1 must have a demonstrated ability to:
- 90.105.1 perform their Level 1 routine daily tasks to the required standard, while subject to Routine Supervision only;
  - 90.105.2 display an adequate knowledge of all major items covered in the agreed induction training course for Level 1;
  - 90.105.3 utilise properly and effectively the tools, chemicals, equipment etc. required for their normal daily Level 1 duties in accordance with operating manuals, workplace procedures and occupational health and safety standards;
  - 90.105.4 resolve typical or normal daily problems in their Level 1 work by reference to established procedures; and
  - 90.105.5 has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 2 while subject to Routine Supervision only.

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

- 90.106** To be advanced from Level 2 to Level 3 a Professional Employee at Level 2 must have a demonstrated ability to:
- 90.106.1 perform their Level 2 routine daily tasks to the required standard, while subject to Routine Supervision only;
  - 90.106.2 display an adequate knowledge of all major items covered in the agreed induction training course for Level 2;
  - 90.106.3 utilise properly and effectively the tools, chemicals, equipment etc. required for their normal daily Level 2 duties in accordance with operating manuals, workplace procedures and occupational health and safety standards;
  - 90.106.4 resolve typical or normal daily problems in their Level 2 work by reference to established procedures; and
  - 90.106.5 has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 3 while subject to Routine Supervision only.

**Signatories to the Agreement**

**Charles Darwin University**

Signature:		Witness	
Name	Prof Scott Bowman	Signature	Melanie Paine
Position	Vice-Chancellor and President	Name	Melanie Paine
Address	Ellengowan Drive, Darwin NT 0909	Date	21/11/22
Date	21/11/2022		



**National Tertiary Education Union**

Signature:		Witness	
Name		Signature	
Position		Name	
Address		Date	
Date			

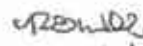
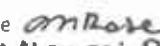
**Australian Education Union**

Signature:		Witness	
Name		Signature	
Position		Name	
Address		Date	
Date			

**Community and Public Sector Union**

Signature:		Witness	
Name	Kay Densley	Signature	Dawn Macquinn
Position	NT CPSU Secretary	Name	Dawn Macquinn
Address	38 Woods St Darwin	Date	1.12.2022
Date	1/12/22		

**Australian Manufacturing Workers Union**

Signature:		Witness	
Name	Rohan Webb	Signature	Minami Rose
Position	AMWU State Secretary	Name	Minami Rose
Address	366 Upper Roma Street, Brisbane	Date	29/11/2022
Date	29/11/2022		