In October 2013 University Council approved the following title changes as shown in the table below. When reading this Agreement, please read the relevant new title in place of the previous title.

<table>
<thead>
<tr>
<th>Old Title</th>
<th>New Title</th>
<th>Implementation Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Vice Chancellor (Research)</td>
<td>Senior Deputy Vice Chancellor</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Deputy Vice Chancellor (Academic)</td>
<td>Academic Provost</td>
<td>17 March 2014</td>
</tr>
<tr>
<td>Deputy Vice Chancellor and Provost</td>
<td>Deputy Vice Chancellor (Engagement)</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Pro Vice Chancellor (Administration)</td>
<td>Vice President (Corporate Services)</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Provost</td>
<td>Head of Campus</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Director, GIHE</td>
<td>Dean (Learning Futures)</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Director, Planning and Financial Services</td>
<td>Chief Financial Officer</td>
<td>1 February 2014</td>
</tr>
<tr>
<td>Science, Environment, Engineering and Technology Group (SEET)</td>
<td>Griffith Sciences</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>Griffith Institute for Higher Education</td>
<td>Centre for Learning Futures</td>
<td>1 January 2014</td>
</tr>
<tr>
<td>University Administration</td>
<td>Corporate Services</td>
<td>1 January 2014</td>
</tr>
</tbody>
</table>
PART 1 – OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement will be known as Griffith University Academic Staff Enterprise Agreement 2012-2016.

2. ARRANGEMENT

This Agreement is arrangement as follows:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Clause Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART 1 – OPERATION OF AGREEMENT</td>
<td>Agreement title</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Arrangement</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Aims of the Agreement</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Definitions</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Operation of Agreement</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Award Relationship and Replacement of Agreement</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Application of the Agreement</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Flexibility</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Operation of Schedules</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Availability of Agreement</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>No Further Claims</td>
<td>5</td>
</tr>
<tr>
<td>PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS</td>
<td>Types of Appointment</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>Modes of Employment</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Academic Work and Allocation</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Job Security</td>
<td>19</td>
</tr>
<tr>
<td>15</td>
<td>Dispute Avoidance and Settlement Procedures</td>
<td>19</td>
</tr>
<tr>
<td>16</td>
<td>Change Management</td>
<td>20</td>
</tr>
<tr>
<td>17</td>
<td>Consultative Mechanisms</td>
<td>21</td>
</tr>
<tr>
<td>18</td>
<td>Aboriginal and Torres Strait Islander, First Peoples Employment Strategy</td>
<td>21</td>
</tr>
<tr>
<td>19</td>
<td>Contracting Out</td>
<td>21</td>
</tr>
<tr>
<td>PART 3 – SALARIES AND RELATED MATTERS</td>
<td>Salaries</td>
<td>22</td>
</tr>
<tr>
<td>21</td>
<td>Payment of Salaries</td>
<td>22</td>
</tr>
<tr>
<td>22</td>
<td>Clinical Loading</td>
<td>22</td>
</tr>
<tr>
<td>23</td>
<td>Salary Packaging</td>
<td>22</td>
</tr>
<tr>
<td>24</td>
<td>Superannuation</td>
<td>23</td>
</tr>
<tr>
<td>PART 4 – LEAVE ENTITLEMENTS</td>
<td>Public Holidays</td>
<td>24</td>
</tr>
<tr>
<td>26</td>
<td>Recreation Leave</td>
<td>24</td>
</tr>
<tr>
<td>27</td>
<td>Sick Leave</td>
<td>24</td>
</tr>
<tr>
<td>28</td>
<td>Long Service Leave</td>
<td>24</td>
</tr>
<tr>
<td>29</td>
<td>Family, Cultural Obligations, Domestic &amp; Family Violence, &amp; Other Special Circumstances Leave</td>
<td>30</td>
</tr>
<tr>
<td>30</td>
<td>Parental Leave</td>
<td>31</td>
</tr>
<tr>
<td>31</td>
<td>Leave Without Salary</td>
<td>32</td>
</tr>
<tr>
<td>32</td>
<td>Other Leave</td>
<td>33</td>
</tr>
<tr>
<td>PART 5 – PERFORMANCE REVIEWS AND DISCIPLINARY PROCEDURES</td>
<td>Probation</td>
<td>34</td>
</tr>
</tbody>
</table>
| 34     | 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.
3. AIMS OF THE AGREEMENT

The aims of this Agreement are to:

- Create and maintain a workplace where the University can meet or exceed the expectations of its students, other clients and the community, while providing a secure and supportive environment for staff members;
- Continue to develop an environment where productivity improvements as a result of this Agreement will be used for the benefit of the University and its staff;
- Continue to pursue co-operative approaches to meet the challenge of change; and
- Maintaining a harmonious industrial relations climate within the University.

This will be done in a setting of achieving the strategic objectives of Griffith University as outlined in the University’s Strategic Plan which include:

- Commitment to be recognised as one of the leading Universities in Australia and of the South-Pacific region;
- Commitment to become a model of the public university of the future – socially responsible, globally aware and committed to making a difference through our teaching and research;
- In research, developing to ten world-class areas of research through our Areas of Strategic Investment, building on our strengths;
- In teaching, in offering our students a high-quality learning experience;
- Continuing to honour our long standing commitment to community engagement and social inclusion.

4. DEFINITIONS

4.1 Definition of Singular and Plural

For the purposes of this Agreement unless the context otherwise requires, words in the singular include words in the plural and vice versa.

4.2 Definition of Terms

4.2.1 **Academic staff member or staff member** means a person employed by Griffith University in a position classified in accordance with the descriptors in Schedules 1 or Schedule 2, or a person employed under a casual arrangement to carry out academic duties, but does not mean or include a person who is the Vice Chancellor; a Deputy Vice Chancellor; a Pro Vice Chancellor; or equivalent senior management position as created from time to time.
4.2.2 Agreement means Griffith University Academic Staff Enterprise Agreement 2012 – 2016.

4.2.3 Consultation means the conferring between the University and relevant member(s) and the union in such a way that the participants can contribute to and influence the decision-making process and the outcomes.

4.2.4 Continuity of Service means a period of uninterrupted employment inclusive of relevant approved paid leave. Approved leave without salary does not affect continuity of service. However, it is not recognised in the determination of length of service for periods greater than 1 month.

- In the case of fixed term appointments other than those staff members identified in Schedule 4, breaks between fixed term appointments of up to two times per year and up to six weeks shall not constitute breaks in continuous service.
- In the case of fixed term appointments for those staff members identified in Schedule 4, breaks between fixed term appointments of no more than two breaks of service not exceeding six weeks duration and/or breaks of service not exceeding 12 weeks in any calendar year shall not constitute breaks in continuous service.

4.2.5 Disciplinary Action means action by the University to discipline a staff member for unsatisfactory performance is conduct or serious misconduct and is defined as:

- Formal censure or counselling;
- Demotion by one or more classification levels or increments;
- Withholding of an increment;
- Suspension with or without pay;
- Termination of employment.

Disciplinary action in the form of termination of employment is only available in cases of serious misconduct and unsatisfactory performance.

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

4.2.7 FWC means Fair Work Commission.

4.2.8 Misconduct means misbehaviour of a kind that constitutes an impediment to the carrying out of the staff member’s duties or to other staff members carrying out their duties.

4.2.9 Nominated Representative means a person the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practicing as a solicitor or barrister.

4.2.10 OHRM means the Office of Human Resource Management at Griffith University.

4.2.11 Primary Care Giver means the person who takes on the greatest responsibility of the caring for a family member or friend.

4.2.12 Serious Misconduct means:

- Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member’s duties or to another staff member carrying out their duties; or
- Serious dereliction of the duties required of the staff member’s position; or
- Research misconduct; or
- Conviction by a court of an offence or judgement entered in a court or tribunal which constitutes a serious impediment of the kind referred to in first bullet point above.

4.2.13 Union means National Tertiary Education Industry Union.

4.2.14 University means Griffith University.

5. OPERATION OF AGREEMENT

This Agreement will operate from seven days after the date of approval by the Fair Work Commission and have a nominal expiry date of 30 September 2016. The University will meet with the union listed in subclause 7.1 of this Agreement at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

6. AWARD RELATIONSHIPS AND REPLACEMENT OF AGREEMENTS
6.1 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement would apply.

6.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental to an employee when compared to a standard, the standard prevails over a term of this Agreement.

6.3 If any base rate payable to a staff member under this Agreement falls below the base rate payable for the employee’s corresponding classification under the relevant Modern Award or relevant minimum Wage Order, the staff member will be paid at a base rate no less than that applicable under the Award or Order.

7. APPLICATION OF THE AGREEMENT

7.1 This Agreement has been negotiated between the University and Union listed below and shall be binding according to its terms upon the following:

- Griffith University;
- National Tertiary Education Union (NTEU);
- Academic staff members employed by Griffith University as defined in subclause 4.2.1;
- Staff members who work in the Griffith English Language Institute subject to subclause 7.3;
- This Agreement shall apply to all Academic Staff Members employed by Griffith University as defined in subclause 4.2.1;
- The provisions of Schedule 4 and other such provisions of this Agreement as specified in Schedule 4 shall apply to staff members who are appointed to the positions listed in this Schedule.

8. FLEXIBILITY

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

A staff member covered by this Agreement may request the University to agree to make an individual flexibility arrangement to vary the effect of the term of the Agreement, provided that:

a) the arrangement is about the variation to clause 27 Recreation leave of the Agreement so that the staff member may take additional recreation leave as under the Flexible Work Year scheme;

b) this arrangement meets the genuine needs of the University and the staff member; and

c) the arrangement is genuinely agreed to by the University and the individual staff member.

8.2 The University will ensure that the terms of the individual flexibility arrangement:

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

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

c) will result in the staff member being better off overall than the staff member would be if no arrangement was made;

8.3 The University will ensure that the terms of the individual flexibility arrangement:

a) is in writing; and

b) includes the name of the relevant manager of the University and the staff member; and

c) is signed by the relevant manager of the University and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the employee; and

d) includes details of:
   i) the terms of the enterprise agreement that will be varied by the arrangement; and

   ii) how the arrangement will vary the effect of the terms; and
iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

e) states the day on which the arrangement commences;
f) does not require that anyone else approve it, other than the staff member and the relevant manager of the University;

8.4 The University will give the staff member a signed copy of the individual flexibility arrangement within 14 days after it is agreed to;

8.5 The University or the staff member may terminate the individual flexibility arrangement within 14 days after it is agreed to:

a) by giving no more than 28 days written notice to the other party to the arrangement; or

b) if the University and the staff member agree in writing at any time.

8.6 A staff member may be represented by a union or other representative of their choice in negotiating an individual flexibility agreement.

9. OPERATIONS OF SCHEDULES

Schedules 1, 2, 3 and 4 will have effect.

10. AVAILABILITY OF AGREEMENT

The Agreement will be made available on the University’s website. In addition, a hard copy of the Agreement will be available in the Office of Human Resource Management on each campus.

11. NO FURTHER CLAIMS

During the operation of this Agreement, as defined in clause 5 of this Agreement, it is recognised that this Agreement shall constitute full and final settlement of all matters and that there will be no further claims made for the duration of the Agreement.

PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

Upon engagement, the University shall provide the staff member an instrument of appointment which stipulates the type of employment and informs the staff member of the terms of engagement, including mode of employment, classification level and salary and terms and length of any period of probation.

For a fixed term staff member, this shall also include the term of the employment and the category under which the fixed term contract has been established for that employment.

For casual employment this shall also include duties required, the number of expected hours and rate of pay, and a statement that any additional duties required during the term will be paid. Furthermore, the supervisor will be identified along with policies and procedures that also govern employment conditions.

12. TYPES OF APPOINTMENT

12.1 Continuing

A continuing appointment is employment with the University that is not fixed term or causal and may be subject to the successful completion of a probationary period. A continuing appointment may be made either on a full time or part time basis.

12.2 Continuing (Contingent Funded) Employment

12.2.1 A fixed term staff member appointed to a research only position funded by contingent funding for a period of 12 months or more, and who is to be appointed to a subsequent consecutive contract, may be employed on a continuing (contingent funded) contract of employment in accordance with this provision.

12.2.2 “Continuing funding” is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
12.2.3 Notwithstanding the above, a fixed term staff member may be appointed, at the discretion of the relevant delegate, to continuing (contingent funded) employment using internal funds, where:

- The use of internal funding is for a limited period; and
- The area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and
- The alternative would be the separation of the staff member from the position with the University.

12.2.4 The following provisions do not apply to staff on continuing (contingent funded) employment:

- Clause 17 (Change Management) in respect to the contingent position that staff member occupies;
- Clause 27 (Termination of employment) except as specified in this clause;
- Clause 29 (Redundancy) including payments that apply to staff employed on a continuing contract of employment;
- Sub clause 12.3 (Fixed Term) except as specified in this clause.

12.2.5 Where the funding that supports a staff member’s continuing (contingent funded) employment ceases the following provision will apply;

a) the University may transfer the staff member to another equivalent position;

b) if, during the notice period specified in subclause 12.2.7, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;

c) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement payment of leave may be delayed for nine weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.

d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment will be made to the staff member.

12.2.6 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed on a fixed term position subject to contingent funding. That is, a staff member employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a continuing contingent funded) basis unless:

a) the contingent funding that supports the position ceases or is insufficient; or

b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or

c) termination is under the provisions of:

- Clause 36 (Unsatisfactory Performance); or
- Clause 40 (Misconduct); or
- Clause 41 (Management Ill Health).

12.2.7 If a staff member’s employment is terminated under subclause 12.2.6, the staff member will be entitled to:

- A minimum of 4 weeks’ notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice; and
- Severance payments as set out in subclause 12.3.5;
Except that in the case of serious misconduct subclause 37.2.4 will apply.

12.3 Scholarly Teaching Fellows

12.3.1 Scholarly Teaching Fellow (STF) means an academic staff member who is principally engaged in teaching and whose work profile comprises a maximum of 75% teaching work, with the remaining work allocation assigned to scholarship and service. The primary purpose of such positions is to undertake teaching work previously undertaken by casual teaching staff and it is expected that this will form 80% of the teaching allocation of each position.

12.3.2 Persons eligible to be appointed to STF positions will be either existing or former fixed term or casual staff of any University, who have had at least 24 months of employment (in the case of previous fixed term appointment) or performed casual teaching work in four main semesters, or equivalent teaching periods, over the past 3 years. Eligible candidates will have been awarded a PhD.

12.3.3 The University will make available a minimum of 12 STF positions per year, over the life of the Agreement post approval.

12.3.4 STF positions are continuing positions and will be advertised and recruited in accordance with the University Recruitment and Selection Policy and Procedures for continuing positions. Selection will be based on a competitive process, with demonstrated high calibre performance in teaching being a requirement.

12.3.5 STF’s will be appointed at a fixed salary point at either Level A6 or B1 and will be subject to the normal processes for probation, promotion, and annual review. Normal academic staff review processes will continue to apply, taking into account the work allocation profile.

12.3.6 STF appointees are required to continue to develop their current skill sets and teaching performance, have ongoing awareness of trends in their discipline and engage in scholarly activities to ensure that their teaching activities remain at a high calibre.

12.3.7 STF appointees, will be eligible to apply for promotion (for those appointed at Level A) or conversion (for those appointed at Level B) after completing 2 years in that position to a Level B academic appointment as described in Schedule 1 of this Agreement. Upon promotion/conversion they will be assigned a teaching allocation of 70% for the first year, after which time a staff member may be considered for a change in work profile in accordance with Clause 14.

12.3.8 A STF remains in this classification at the fixed salary point until such time as they are successful in promotion/conversion to an academic position as described previously.

12.4 Fixed Term Employment

Fixed term employment with the University is an appointment that may be made either on a full time or part time basis for a specified term or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire. During the term of employment, the contract is not terminable, by the University, other than during a probationary period, or through cause based upon serious misconduct or unsatisfactory performance.

12.4.1 Categories of Fixed Term Employment

The use of fixed term employment will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following categories:

a) Specific task or project

Specific task or project means a definable work activity which has a starting time and which 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.

b) Research

Research means work activity by a person engaged on research only functions for a contract period not exceeding five years.
c) Replacement employee

Replacement Employee means an employee:

i) undertaking work activity replacing a full time or part time employee for a definable period for which the latter is either or authorised leave of absence or temporary secondment, including undertaking an assignment in a leadership role such as Head of School/Department, Deputy Head of School or Department or Dean position, of which such fixed term appointment may be terminated prior to the specified end date where the substantive employee being replaced returned to their position at an earlier time; or

ii) performing the duties of:

- A vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
- A vacant position for which the University is undertaking review of the need to fill on a continuing basis and would otherwise be filled in the interim on a casual basis (such appointments will be limited to a maximum term of 12 months); or
- 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.

d) Recent professional practice required

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

e) Pre-retirement contract

Where a full time or a part time employee declares that it is his or her 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 years.

f) Fixed term contract employment subsidiary to studentship

Where a person is enrolled as a student employment under a fixed term contact may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this subclause, that is work within the student’s academic unit or an associated research until of that academic unit and is work generally related to a degree course that the student is undertaking, provided that:

i) such fixed term contract employment will be for a period that does not extend 12 months beyond 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 student but is still completing postgraduate work or is awaiting results; and

ii) that an offer of fixed term employment under this paragraph is not conditional on undertaking the studentship.

g) New Area of Activity

i) any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice chancellor or Pro Vice Chancellor and will be reported to the Academic Staff Consultative Committee.

ii) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course or a new venture or activity not previously pursued by the University.
iii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity. Such activities may be funded from external funds, the government operating grant or student fees, or a combination of these.

iv) Any use of fixed term appointments made under this clause will be for a minimum of 6 months in length and a maximum of 3 years in length.

v) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

vi) where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

h) Phasing Out of Activities
i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Group Pro Vice Chancellor and will be reported to the Academic Staff Consultative Committee.

ii) A fixed term appointment may be made where a formal decision has been, or is likely to be, made to phase out an area of activity and where it is necessary to make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.

iii) If a person appointed on such fixed term contract separates prior to the expiration of their contact, another fixed term appointment may be made to complete the remaining period of the original contract.

i) Teaching
Teaching means activities including lecturing, tutoring, clinical facilitation, and other teaching related academic activities as described for casual academic engagements in Schedule 3 to this Agreement. Such appointments will have a minimum period of a 14 week continuous teaching period and a maximum period of 5 years. The primary duties of these appointments are to undertake teaching and associated activities that would otherwise be undertaken by casual employees. It is not the intent of this category of fixed term employment to use as an alternative appointment type to what otherwise would be an ongoing continuous academic appointment.

j) Academic Transition Fellowships (ATF)
ATF’s will be full or part time teaching and research positions on a fixed term basis of 2 years duration. A staff member appointed to an ATF will be provided with support, assistance and mentoring opportunities during the period of the appointment so as to maximise their chance of success as a teaching and research academic staff member at Griffith University.

Eligibility to apply for an ATF will be restricted to:

Casual academic staff who:

- have been awarded a PhD; and
- have performed casual teaching work for the University in 6 semesters or equivalent teaching periods over the preceding 5 years;

and:

Fixed term staff who:

- are currently employed in a fixed term postdoctoral research fellowship, fixed term research, replacement or subsidiary to studentship position; and
- have been awarded a PhD.

At the end of the ATF, an assessment will be made as to whether a further fixed term appointment will be made, subject to an assessment of the staff member’s satisfactory
progress and performance and the continuing need for the work being performed. Where such a further appointment is made it shall be for a further two year fixed term appointment at the end of which the position and the staff member will be converted to continuing employment unless the staff member is considered not to be appointable on academic merit or there is no longer a continuing need for the work to be performed, in which case they shall be advised 3 months before the expiry of the second contract.

12.4.2 Conversion from Fixed Term Employment
Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or have been employed for a period of at least equal to the probation requirements for the position, and they were appointed in their current fixed term appointment through a competitive and open merit selection process. Where a person has served less than the probation period and was appointed through a competitive and open merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed term basis.

12.4.3 Continuation of Fixed Term Employment
Where a position is maintained on a fixed term basis, in accordance with the categories as specified in subclause 12.4.1 Categories of Fixed Term Appointment, and the incumbent was appointed through a competitive and open merit selection process, the incumbent will normally be offered another appointment provided that the staff member’s performance is satisfactory.

12.4.4 Notice Period
The notice period, for renewal or non-renewal to a further fixed term contract, for a staff member who is on a fixed term appointment is as follows:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
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<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

A staff member who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of one week to that listed above.

Where, because of circumstances relating to the provisions of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required, sufficient agreement compliance will be achieved if the University:

- Advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- Gives notice to the staff member at the earliest practicable date thereafter.

12.4.5 Payment of Severance
A fixed term staff member will be entitled to severance pay where the staff member seeks to continue the employment and when there is no further offer of employment for a reasonably related appointment in the following circumstances:

- A staff member is on a second or subsequent fixed term appointment for a specific task or project or for research and the same or subsequently similar duties are no longer required by the University; or
• The duties of a fixed term appointment for a specific task or project or for research continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties, the following severance entitlement will apply:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>at least 1 year but less than 4 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>at least 4 years but less than 5 years</td>
<td>5 weeks pay</td>
</tr>
<tr>
<td>at least 5 years but less than 6 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>at least 6 years but less than 8 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>at least 8 years but less than 9 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>at least 9 years but less than 10 years</td>
<td>9 weeks pay</td>
</tr>
<tr>
<td>at least 10 years or more</td>
<td>12 weeks pay</td>
</tr>
</tbody>
</table>

The University may defer the payment of severance pay for a maximum of 4 weeks after the expiry of a fixed term appointment, where the University may offer further employment within 6 weeks of the expiry of the staff member’s fixed term appointment and where the staff member is advised in writing.

Breaks between appointments of up to two times per year and of up to 6 weeks per occasion will not constitute breaks in services for the purpose of this clause.

12.5 Casual Employment

12.5.1 A casual appointment is employment with the University in which the person is engaged by the hour and paid on an hourly basis that includes a casual loading for Agreement based benefits for which a casual staff member is not eligible.

The casual loading will be 25%.

12.5.2 The definitions and rates for all types of casual academic work and appropriate pay rates are contained in Schedule 3 of this Agreement and the University will ensure that casual academic staff are paid the appropriate rates as specified in this Schedule.

12.5.3 The University will not engage in “casualisation” of bona fide continuing jobs. Although it is acknowledged that casual employment will continue to be appropriate in some circumstances, the University will not use casual employment as a substitute for continuing and fixed term positions, but rather only to supplement.

The use of casual employment is primarily to ensure flexibility within the academic environment and enable the University to respond quickly to change.

Normally, the only circumstances where casual employment may be utilised are:

• To meet unexpected circumstances.

• Occasional specialist or guest lectures.

• Post graduate research students in work related to, or in a discipline related to, the research of the student.

• Specific projects/tasks conducted under an irregular schedule.

• Work requiring specific professional and/or vocational practice skills where such skills are unlikely to be available from staff employed on a continuing or fixed term basis and performed by an individual who is primarily engaged in another occupation related to those skills.

• Circumstances where the work requires highly specialised skills or knowledge and where it has been advertised on a non-casual basis within the previous two years and there were no qualified applicants and the work is being performed by a person with those highly specialised skills.
• Current staff of the University already employed on a non-casual basis, engaging in additional work that is unrelated to, or identifiably separate from, the staff member’s normal duties.

In all the above circumstances, it is recognised that it is important to ensure quality of education to maximise student learning and university experience. The University will continue to monitor the student learning experience and the use of casual employment throughout the life of this Agreement. Further the University undertakes to reduce the overall usage of casual employment, from the levels in place at commencement of this Agreement. Usage of casuats will be reported as a percentage of payroll on a semester by semester basis to the ASCC.

12.5.4 Casual academic staff employed for lecturing, tutoring or demonstrating will not:
• be responsible for the employment or supervision of other staff;
• be required to engage in research activities;
• be involved in administration duties other than those necessary to support their primary teaching function;
• have sole academic or decision making responsibility for the development of an online teaching and learning course.

12.5.5 Casual staff work allocation will be clarified and confirmed in writing normally before commencing the proposed work schedule

12.5.6 A casual staff member will be paid within 22 days of the submission of an appropriately approved, valid claim to the payroll office for processing.

12.5.7 Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be provided with the following resources and facilities on the same basis as a continuing academic staff member:
• Library cards
• Out of hours building access
• Email accounts
• Network and intranet access, including access to a university computer.

12.5.8 Academic Transition Fellowships
Each year the University will appoint a limited number of existing casual academic staff to full or part-time Academic Transition Fellowships (ATFs) as set out in sub clause 12.4.1 (j), based on the ongoing needs of the Schools/Departments.
Existing casual academic staff will be invited to register their interest in, and eligibility for the ATF scheme with the University.
Successful applicants will be selected on a merit basis from the pool of eligible candidates.

13. MODES OF EMPLOYMENT

13.1 Full Time
Full time employment means employment where a staff member is engaged on a continuing or fixed term basis in accordance with the provisions of this Agreement.

13.2 Part Time
Part time employment means continuing or fixed term employment for a fraction of the normal weekly work allocation for a full time staff member. All entitlements of a staff member employed on a part time basis in this Agreement are calculated on the relevant pro-rata basis.

13.3 Reversible Part Time Appointment for the Care of Dependents
13.3.1 Eligibility
Staff must have a minimum of 12 months of continuous service and have responsibility for
the care of dependants at the time of application and may be required to show documentation of dependant’s need for care. Casual staff members are not eligible to apply.
13.3.2 Application
Any eligible staff member may apply, for the purpose of the care of dependants, for a change in hours in accord with the following:

a) On 1 or more occasions during the staff member’s period of employment with the University.

b) For each occasion, the period of reduced hours should normally be for not less than 12 months and not more than 5 years. In special circumstances, a staff member may apply for a reduction of hours for a minimum of 6 months.

c) The fraction of time worked and length of time for the reversible part time appointment are to be negotiated with the Head of Element. Under normal circumstances the fraction would be at least 50%. Automatic reversion to their former status will occur at the end of the agreed reversible part time period.

Applications for reversible part time appointments will normally be granted. In exceptional circumstances, where the Head of Element deems that a change to part time status cannot be granted, an explanation, in writing, of those circumstances must be provided to the staff member.

The University’s grievance procedures apply in cases where a staff member wishes to contest the decision.

Any variation to the agreed reversible part time appointment is to be negotiated with the Head of Element, taking into account the needs of the staff member and the Element.

For staff on probation, the confirmation date will not be affected by the approved change to part time status for a nominated period. If the staff member's appointment is not confirmed, employment will not continue beyond the end of the appropriate notice period of the lapse of appointment. A confirmation decision under these circumstances will be based on the proportion of work appropriate to the position during the period from appointment to consideration of confirmation.

The University is not required to extend a contract of employment solely by reason of the provisions of this clause.

Both the period of part time appointment and the automatic reversion to their former status may entail the staff member being placed in another position but at a level no lower than that of the previous appointment.

The staff member should submit a written application to their Head of Element, normally, at least 4 months before the desired commencement date of the part time appointment specifying:

- the reason for the requested change of status;
- the period of part time appointment;
- the desired fraction of full time work (under normal circumstances would be at least 50% of full time) and
- supporting documentation of the need for care (if requested) to the Head of Element for approval.

Staff will be paid on a pro-rata basis commensurate with their classification level. Benefits of employment such as superannuation, recreation leave, long service leave and sick leave will be on a pro-rata basis in proportion to the fraction of full time work undertaken during the nominated period.

13.4 Flexible Work Year

13.4.1 The flexible work year is intended to provide flexibility in employment for staff members with family responsibilities and for staff who wish to extend their leave options for personal reasons. This scheme is to be available to all staff members, except casual staff.

13.4.2 Staff member participation in the scheme is optional and at the request of the staff member. The term of participation in the flexible work year scheme will be subject to agreement between the staff member and the University. Approval by the Head of
13.4.3 An application to participate in the flexible work scheme will be treated as an application for part time employment. Staff participating in the flexible work scheme will be required to enter into an administrative arrangement with the University to take salary in 26 equal instalments. Staff members working in accordance with this arrangement will receive a proportion of their annual salary across the 52-week period and will have access to additional days leave per annum accrued over the same period according to the proportion of flexibility that has been agreed. For example, in the case of 48/52, the staff member would receive 48/52 of their annual salary across the 52-week period and will have access to an additional 20 days leave (flexible work year leave) per annum accrued over the same period. This additional 20 days flexible work year leave will not attract leave loading. Confirmation and all other performance decisions will be based on the proportion of work appropriate to the position.

13.4.4 The operation of this clause will not preclude staff from gaining access to periods of flexible work year leave greater or lesser than 20 days by arrangement with their Head of Element. Staff who do seek greater or lesser periods of leave will be informed of the impact of this leave on their entitlements and salary before the leave is approved.

All leave entitlements, which accrue during the term of a staff member’s participation in the flexible work year scheme, are paid at the agreed fractional rate (determined by the agreement reached as to how many weeks worked in the year divided by 52).

Flexible work year leave accrued during the term of a staff member’s participation in the flexible work year scheme will normally be taken by the staff member prior to the expiration of participation in the scheme. However in exceptional circumstances, where there is a remaining portion of accrued flexible work year leave that does not attract a leave loading at the expiration of participation in the scheme, the value of the remaining leave will be repaid to the staff member.

13.4.5 Either party may initiate a variation of the agreed term (i.e. to lessen or lengthen the term), subject to 3 months notice.

14. ACADEMIC WORK AND ALLOCATION

Every academic staff member will have a work allocation in accordance with this clause. Only those subclauses that ensure appropriate management of individual workloads apply to academic staff who are appointed to research only positions.

14.1 Principles

These principles create a framework for the allocation of academic work. The allocation of work will:

a) be reasonable, taking into account all components of academic work;
b) comprise teaching, research and/or scholarship, and service as defined in subclause 14.2;
c) be based on an annual notional hours of work of 1725 hours for a full time academic as a test of reasonableness;
d) take account of the career aspirations of staff and support the operational requirements and strategic directions of the University;
e) reflect the multiplicity of career trajectories for academic staff, taking into account the possibility that different elements of academic work for an individual staff member may shift over time;
f) occur by way of a transparent and fair allocation process that provides for consultation with the academic staff member and recognises and considers all components of academic work and the academic staff member’s work profile;
g) benefit teaching quality; and
h) support the University’s commitment to health and safety of academic staff members.
14.2 Composition of Academic Work

Academic work comprises teaching, research/scholarship and service as set out in this clause.

14.2.1 Teaching

Teaching encompasses all teaching related duties requiring academic judgement, including, but not limited to:

a) Conducting lectures, tutorials, seminars, workshops and in class assessment activities relevant to the University's teaching delivery modes (eg., face to face, intensive, blended and online);

b) Marking and moderating student work;

c) Supporting students through consultation and responding to student feedback either face to face or via electronic media;

d) Supervising students in applied settings (eg., work integrated learning, supervision for professional registration);

e) Making academic decisions on student issues (eg., academic integrity, assessment extensions; direct student intake; applications for program variations/standard structures);

f) Offshore and offsite (external to Griffith campuses) delivery;

g) Supervising theses (Higher Degree Research and Honours) and other postgraduate supervision;

h) Developing and revising curriculum material;

i) Reviewing courses and programs;

j) Transitioning curriculum and pedagogy to alternate modes of delivery;

k) The teaching components of program and course convenorship (eg., curriculum development, program evaluation, impacts of student load/program enrolment);*

l) Conducting course quality review processes;

m) Scholarly reading and relevant professional activities to maintain currency of teaching practice; and

n) Applying for learning and teaching awards and/or fellowships.

*NB the administrative components of program and course convenorship are included in the service component of work allocation.

14.2.2 Research

Research encompasses a diverse range of activities, the fundamental purpose of which is the advancement of knowledge in a particular discipline or field. It refers to expected research activities, commitments and outputs in each discipline, including those that may result in a measurable impact on policy and practice for the wider community, and includes but is not limited to:

a) Publishing academic books, monographs and book chapters;

b) Publishing peer refereed journal articles and/or conference papers;

c) Producing original, creative and performance work;

d) Presenting research at recognised events and conferences (eg., keynote addresses, seminars, performances);

e) Successful student completion of Higher Degree Research and Honours Research;

f) Applying for, obtaining and implementing university level internal and/or external competitive grants;

g) Applying for and obtaining competitive awards for research excellence;

h) Applying for external research fellowships;
i) Conducting editorial work as a member of journal editorial boards or monograph series;

j) Obtaining University held patents; and

k) Obtaining and successfully conducting University tendered commercial research contracts.

14.2.3 **Scholarship**

Scholarship encompasses the scholarly activities, commitments and outputs that inform the quality, innovation, currency and evidence-base of teaching and includes but is not limited to:

a) attending and presenting at relevant workshops, seminars and/or conferences;

b) publishing papers related to professional practice in peer-reviewed and/or non-refereed journals;

c) scholarly reading in the discipline and/or relating to teaching and learning enhancements;

d) conducting scholarly projects relating to the development, implementation and evaluation of teaching initiatives;

e) contributions as a member of University and relevant external teaching practice groups/committees; and

f) professional learning in teaching.

14.2.4 **Service**

Service encompasses the work of administration and governance of the University, in which all staff share. Such activities include but are not limited to:

a) University administration including attending to and responding to official correspondence (including email);

b) supervision and/or mentoring of staff;

c) involvement in university committees and governance structures at all levels (school/group/university);

d) representing the University to the external community during official visits to the University and exchanges;

e) involvement with student recruitment and graduation activities;

f) active membership of school teaching and learning committees;

g) service to teaching (eg. participating in seminars and other learning sessions about teaching and curriculum renewal, or conducting peer review of teaching which may include roles as mentor, discipline or learning and teaching observer);

h) HDR convenorship;

i) the administrative components associated with practicums, clinical placements and professional placements (eg., in Education, Nursing and Dentistry);

j) the administrative components of program and course convening*;

k) supporting the student experience, such as the administrative components of year-level coordination, student advising, coordinating student work based placements, coordinating student mentoring programs;

l) administration in the conduct of research within and/or external to the university, such as giving feedback on and assessing grant applications and examining theses;

m) conducting activities to inform and support scholarship of teaching;

n) community engagement activities – by way of involvement in the education or governance of community organisations or corporations relevant to the discipline or practitioner societies, or through media involvement, in ways that draw upon the core
activities of learning and research or provision of expert advice in the discipline to
governments and policy making bodies; and

o) discipline/industry/profession activities – for example by reviewing academic
publications, convening academic conferences, providing information sessions to
practitioners.

*NB the teaching components of program and course convenorship are included in the
teaching component of work allocation.

14.3 Academic Work Profiles

14.3.1 Subject to the provisions of this clause and the terms of their letter of offer, each
academic staff member will have an opportunity to participate in teaching,
research/scholarship, and service during the term of their employment.

14.3.2 Each academic staff member will have a work profile that specifies the proportions of
teaching, research/scholarship, and service components of their total work allocation and
provides the framework for their work allocation in accordance with this clause.

14.3.3 It would be expected that the majority of academic staff (excluding casual staff) across
the University will continue to have a 40% or more research component as part of their
academic work profile.

14.3.4 Each academic staff member’s academic work profile will normally be set for a 3 year
period.

14.3.5 The work profile will normally be allocated and reviewed during the academic staff
member’s annual performance review in accordance with clause 35. This will occur by
way of a consultative process and will take into account the operational needs of the
academic element and the staff member’s:

• assessed past performance;
• preferences and individual circumstances; and
• proposed career plans.

14.3.6 Any proposed change in a staff member’s work allocation profile must be approved by the
relevant Head of School/Department. The staff member has an opportunity to request a
review of any change in accordance with subclause 14.6.

14.3.7 A staff member can request a change to their work allocation profile at any time. The staff
member must supply relevant evidence supporting their request and the request will be
considered in accordance with the provisions of this clause.

14.3.8 A staff member should raise at the earliest possible time with Head of School/Department
any request for an alteration to work allocation to address personal circumstances.

14.3.9 Where there is a substantive change to the quantum of allocation between components of
academic work, relevant staff support and development during the transition period will be
provided as required.

14.3.10 Subject to subclauses 14.3.11 and 14.3.12, a single component of allocated academic
work can account for a minimum of 10% and a maximum of 70% of the total allocation.

14.3.11 With the exception of staff engaged in applied teaching such as clinical and studio based
teaching, for staff with a teaching allocation of 40% or more, it is expected that the service
component of work will normally be 20%.

14.3.12 Staff engaged in applied teaching, such as clinical and studio based teaching, can be
allocated a maximum teaching allocation of 80%.

14.4 Teaching Allocation Standards

The following standards concerning teaching work allocations apply for all academic staff with a
teaching allocation and must be explicitly recognised in each Teaching Allocation Model.

14.4.1 Teaching work will normally be allocated by the Head of School/Department on a yearly
basis following consultation with each staff member and in accordance with the relevant
Teaching Allocation Model. The teaching allocations for each School/Department will be
transparent and equitable.

14.4.2 The teaching allocation for an academic staff member will be reasonable and based on a
realistic, fair and transparent estimate of the time that a competent comparable academic
staff member (in the same Group and School/Department) would take to perform to a satisfactory level the relevant required teaching duties as set out in subclause 14.2.1.

14.4.3 The teaching duties allocated to an academic staff member will reflect the percentage of teaching contained in the staff member’s work profile. For example, a 40% allocation to the teaching component of academic work equates to 690 hours per annum, being 40% of the notional total full time hours of 1725 per annum. Teaching allocations can be averaged over a 3 year rolling period following consultation with the staff member. Part time staff will have a proportional allocation.

14.4.4 A staff member’s work profile, and total work allocation, will inform the Academic Staff Review process as set out in clause 35.

14.4.5 No staff member will normally teach more than 8 face to face contact hours in one day.

14.4.6 No staff member will be required to undertake scheduled teaching on public holidays, weekends, or before 8:00am or after 10:00pm without her/his agreement.

14.4.7 A staff member’s teaching work allocation will have a maximum number of weeks per year of direct teaching/contact delivery (as defined in subclause 14.2.1 (a)), unless varied by agreement.

As the basis for calculation, a staff member with a teaching allocation of 40% or less will have a maximum of 28 weeks per year where direct teaching/contact delivery is able to be undertaken, subject to subclause 14.4.3. Staff with a teaching work allocation greater than 40% will have a proportionate maximum number of weeks per year where direct teaching/contact delivery can be undertaken.

14.4.8 A staff member whose work profile is designated as Teaching and Research with a research allocation of 40% or more will have at least 1 continuous period free of allocated direct teaching/contact delivery (as defined in subclause 14.2.1 (a)) of a minimum of 8 weeks in a calendar year over and above recreation leave taken, at a time to be agreed with the Supervisor.

14.4.9 When considering applications for buy-out from teaching work to pursue research and/or privately funded consultancy, consideration must be given to the impact of such buy-out on other staff in the School/Department and the ability of the School/Department to adequately and fairly cover the teaching work that needs to be completed. Teaching buy-outs will not be able to be funded from private practice consulting funds, and buy-outs require the approval of the relevant Pro Vice Chancellor/Deputy Vice Chancellor.

14.4.10 Other than for research only appointments with external contingent funding, there would normally be a minimum of 10% of the total work allocation to coursework teaching, and this component of work cannot be bought out.

14.4.11 Overseas teaching or other duties will only be allocated to a staff member with her/his consent unless the staff member was appointed to a position where the duties specifically indicated teaching overseas at the time of the appointment.

14.4.12 The actual teaching contact hours can vary considerably for the same profile depending on the type of teaching that is appropriate to the relevant discipline. Some forms of teaching involve more student teaching contact hours and less preparation and follow-up work.

For example, it would be a reasonable expectation that an academic staff member who is teaching courses with a substantial clinical supervision component or an academic staff member who is teaching studio based style courses could have a higher student teaching contact hour component than one undertaking a more traditional mode of tuition involving a combination of new lectures, revised lectures and tutorials, even though each could be on the same academic work profile.

14.4.13 Level A staff will not normally have sole responsibility for the design and delivery of courses.

14.4.14 Early career academic staff appointed at Level A and Level B for their first time as an academic staff member should have a lesser teaching delivery/contact allocation in the first year of their appointment relative to an experienced equivalent academic staff member.

14.5 Teaching Allocation Model
14.5.1 Each academic group will have an overarching teaching allocation model framework that reflects the nature of the academic work within the group and its component disciplines. The model will apply to every academic staff member in the group.

14.5.2 The academic group may include School/Department variations to the Group Model in consultation with the School/Department to recognise discipline based differences in type of teaching.

14.5.3 The academic group will ensure the model(s) incorporates the principles, components of academic work, relevant provisions regarding work profiles and teaching standards set out in this clause and provide for teaching work allocations within a group/school/department that are transparent and equitable.

14.5.4 Teaching allocation models and their application to individual academic staff members will recognise contextual and other factors, including but not limited to:

a) the staff member's work profile;

b) the level of appointment and experience;

c) whether the course or mode of teaching is for the first time;

d) whether the class involves repeat or initial teaching;

e) the mix of postgraduate and undergraduate teaching;

f) teaching and related duties as listed in subclause 14.3.5;

g) the size of classes;

h) the total number of students and student diversity in a course;

i) the number of tutors;

j) the level of course(s);

k) the mode(s) of teaching, eg, face to face, intensive, blended, online, overseas etc;

l) the location of teaching and the time spent on necessary travel above and beyond commuting between home and the normal campus of work;

m) the spread of teaching across day and evening programs;

n) the needs of the element;

o) equal opportunity policies;

p) professional learning needs;

q) relevant individual circumstances.

14.5.5 The models will be set in place for a period of 3 years subject to an ongoing review process. Such reviews will conclude no later than 30 June in the third year and any subsequent changes will be implemented in the first teaching period of the following year. The reviews will provide an opportunity for the NTEU and all academic staff members to provide input and feedback on teaching allocation and the overall operation of the model. The reviews will have regard to the principles, expectations, and standards outlined in this clause, with changes implemented prior to the allocation of work for the following calendar year.

14.5.6 The Academic Staff Consultative Committee will be kept appraised of the development and implementation of the models and the ongoing reviews and any subsequent changes, to enable the ASCC to provide comment and feedback where it is felt that concerns have not been adequately addressed.

14.6 Work Allocation Review

14.6.1 In the first instance, a staff member(s) should raise any concerns regarding work allocation, including concerns of inequity and lack of transparency with their Head of School/Department. Options and strategies to vary work allocation can be discussed and where agreed implemented and monitored.

14.6.2 If, following efforts to resolve concerns as outlined in subclause 14.6.1 above, the staff member still has concerns about their work allocation they or the Union acting on their behalf may seek a review of their work allocation.

14.6.3 The staff member and/or the Union representative will raise the concerns regarding work allocation with the Dean specifying steps already undertaken with the Head of School/Department and explaining what concerns still remain. The Dean will review the
concerns, consulting with all parties and having regard to the standards described in subclause 14.4 and the implications for the staff member of the allocated work and their preferences in this regard. The Dean will make a determination and advise the staff member and/or the Union representative in writing, setting out reasons for the decision with reference to this clause and the test of reasonableness. The Dean will take action as deemed appropriate. To ensure that no staff member is disadvantaged, this review by the Dean should take no longer than 5 working days.

14.6.4 Should the staff member and/or the Union representative still not believe the concern has been satisfactorily dealt with it can be pursued using the University’s individual grievance resolution procedure, entering the process at level 3. It is agreed that for the purposes of an academic work allocation review the terms of reference will include an assessment of the work allocation having regard to the standards and requirements of this clause. Again in the interests of the staff member and the School, the individual grievance resolution procedure should be completed within ten working days.

The NTEU may raise concerns through the Academic Staff Consultative Committee (ASCC) about the work allocation situation in a particular School or Group and request an investigation be undertaken. The results of any such audit or investigation will be reported to this Committee.

15. JOB SECURITY

The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, if changes in staffing levels are required, changes will be made as far as possible through voluntary measures and every reasonable effort will be made to avoid forced redundancies. The provisions of clause 17 Change Management will be followed. There will also be an active approach to redeployment as provided for in clause 39.

16. DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES

16.1 The objectives of these procedures are the avoidance and resolution of any disputes over matters covered by any part of this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.

16.2 In the event that a dispute arises which relates to:
- the interpretation, application or implementation of any provision of this Agreement; or
- the National Employment Standards the parties to the dispute will first attempt to resolve the matter at the workplace.

16.3 At any stage of this dispute procedure a staff member may choose to be represented by a nominated representative.

16.4 The following procedures shall apply:

16.4.1 In the first instance the matter will be discussed with the relevant supervisor or manager in order to attempt to resolve the dispute. This process should not extend beyond 7 days.

16.4.2 If the dispute is not resolved under subclause 16.4.1, it shall be referred to the ASCC. The ASCC shall attempt to resolve the matter within 15 working days. Any resolution shall be in the form of a written agreement, subject, if necessary to ratification by either party to the dispute.

16.4.3 If the dispute is still not resolved through the steps above, or if either party to the dispute refuses to engage in these steps, the matter may be referred by either party to the dispute to Fair Work Commission (FWC).

FWA may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation. All efforts will be undertaken to resolve the dispute at this stage, with the parties having regard to any recommendation or opinion presented by FWC.

If the conciliation process does not result in the resolution of the dispute, FWC may then arbitrate the dispute and make a determination that will be binding.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

16.4.4 Without prejudice to the position of either party to the dispute, while the matters in dispute are being dealt with in accordance with this clause, work shall continue in a normal
manner (other than with respect to bona fide health and safety issues) and no industrial action is to be taken by any party to the dispute.

16.4.5 Nothing contained in this procedure shall prevent representatives of the Union or the University from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

16.4.6 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

17. CHANGE MANAGEMENT

The University is committed to managing change in order to minimise adverse effects on the University community while ensuring that the University is able to adapt appropriately to changing circumstances. Furthermore, the University is committed to managing change in a proactive, transparent and constructive manner.

The following constitute the key components of the principles and practices for management of change.

17.1 Consultation

When the University proposes a significant change to work organisation, consultation with affected staff member(s) and the union will take place as soon as feasible, and not later than the point at which the relevant University officer or body has made an in principle decision to propose a change which is likely to impact on staff. The University will not take any action prior to conclusion of this consultation such as would suggest that consultation is not genuine. The University will provide relevant information, which includes a written change proposal, as part of the consultation process. Consultation will cover, but not be limited to:

- the rationale for the change, including financial information where relevant;
- alternative strategies for dealing with the situation;
- potential adverse effects on staff, including changes to work allocations, if any;
- strategies for avoiding or mitigating such adverse effects; and
- whether a post implementation review is appropriate.

Where the proposed change is significant in nature, the matter will be placed on the agenda of the ASCC. The ASCC may seek additional information about the proposed change and may put forward comments, alternative strategies and solutions, and proposals for averting or mitigating any potentially adverse effects.

17.2 Evaluation of Consultation Outcomes

The University will take account of the points above when considering change proposals and will give serious consideration to views and feedback put forward as part of the consultation process on these points before deciding whether to proceed with the proposed change, either in its original or revised form.

17.3 Implementation and Review

Should the University decide to proceed with the proposed change, in either its original or revised form, then the University will consult with the affected staff and, the union, and establish, publish and communicate strategies and timelines for:

- the implementation of change; and
- if appropriate, a review of the process or the change.

17.4 Redeployment and Redundancy

Should the changes involve the potential of positions becoming redundant, clause 39, Redundancy will apply, and the consultation required in accordance with that clause will be incorporated in the implementation documentation at subclause 17.3.

18. CONSULTATIVE MECHANISMS

The Academic Staff Consultative Committee (ASCC) will be established to facilitate the implementation, operation and application of this Agreement. The Committee will comprise up to
3 management representatives who are nominated by the Vice Chancellor and 2 staff union member representatives and up to 2 officers nominated by the NTEU. The Committee will meet on a monthly basis up to a maximum of 10 times per annum. In the event of exceptional circumstances arising, special meetings may be convened to discuss and/or consult in relation to those circumstances. Staff members who are nominated or elected to the ASCC will be entitled to include the duties of the ASCC as part of their normal service work allocation.

19. ABORIGINAL AND TORRES STRAIT ISLANDER, FIRST PEOPLES: EMPLOYMENT STRATEGY

19.1 The University is committed to the objective of increasing employment and professional development opportunities for Aboriginal and Torres Strait Islander, First Peoples at the University.

19.2 The University, after extensive consultation, launched in 2012 the Griffith University Reconciliation Action Plan 2012 – 2015, which contains a section on increasing educational and career access for Aboriginal and Torres Strait Islander, First Peoples. The University is committed to implementing this plan which includes:

- Aboriginal and Torres Strait Islander, First Peoples targets and strategies to be included in strategic/operational plans for each Group/Division; and
- A targeted resource for Aboriginal and Torres Strait Islander, First Peoples staff being developed outlining in-house and external training and professional development programs.

Further the University has expressed targets for increasing overall Aboriginal and Torres Strait Islander, First Peoples employment in the Griffith University Strategic Plan 2013-2017 to which it is committed. The aim of the targets is to reflect the general principle that the workforce profile of the University will be a reflection of the diversity of the larger community profile in relation to Aboriginal and Torres Strait Islander, First Peoples. The targets expressed in this Strategic Plan are further articulated in a memorandum of understanding between the parties.

19.3 An Aboriginal and Torres Strait Islander: First Peoples Employment Committee will be established as a sub-committee of the University Equity Committee, membership of which will include both union and Aboriginal and Torres Strait Islander, First Peoples representation and be chaired by the Deputy Vice Chancellor Academic. It will convene quarterly and will provide advice on the Aboriginal and Torres Strait Islander, First Peoples Employment Strategy and monitor and report on progress in employment strategies undertaken to achieve targets.

20. CONTRACTING OUT

20.1 The University will not contract out work that would be normally be carried out by University academic staff to other organisations, without due notice and consultation with affected staff members and the NTEU.

20.2 Consultation will be undertaken before any approach is made to individuals with potential to tender or contractors. Consultation will be in accordance with Clause 17, Change Management and the University will provide information on the financial case for outsourcing the work in question.

20.3 Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional “one-off” circumstances affecting a small number of academic staff.

PART 3 – SALARIES AND RELATED MATTERS

21. SALARIES

21.1 Academic staff members employed by the University other than casuals will be classified in accordance with the position classification standards as specified in Schedule 1 and
minimum standards for academic levels for academic research staff in Schedule 2 and paid the corresponding minimum salary rate as specified in Schedule 3.

21.2 For academic staff member covered by this Agreement, the following salary increases will apply:
- 2% (paid administratively) first full pay period after January 1, 2013;
- 1% from the first pay period commencing on or after 1 December, 2013 (paid administratively);
- 3% from the first pay period commencing on or after 1 January 2014;
- 3% from the first pay period commencing on or after 1 January 2015;
- 3% from the first pay period commencing on or after 1 January 2016.

21.3 Nothing in this clause prevents the University from utilising the Commonwealth Government Supported Wage System: Guidelines and Assessment Process.

22. PAYMENT OF SALARIES

22.1 Salaries prescribed by this Agreement are stated in annual rates for full time staff and hourly rates for casual staff.

22.2 Staff members will be entitled to progress by annual increments to the top of the relevant salary range, in accordance with the provision of the Academic Staff Review Scheme. A fixed term staff member who has a period of continuous service shall be entitled to incremental progression over multiple appointments in the same way as a staff member engaged on a continuing basis.

22.3 Payment of salaries will be by electronic funds transfer on a fortnightly basis.

22.4 Payment notification will be via electronic pay slip delivery, where practicable.

22.5 With the agreement of the University a staff member may, in writing, direct the University to pay all or part of the staff member’ salary to a third party.

23. CLINICAL LOADING

On the advice of the Pro Vice Chancellor, Health, Clinical Loadings are paid to professors, Associate Professors, Senior Lecturers and Lecturers in the Schools of Medicine or Oral health who have either a medical or a dental qualification.

Clinical Loadings are not generally paid to medical practitioners who are employed as research staff, except where they have patient-care responsibilities in the context of sessional services provided on behalf of the School to a teaching hospital. If research staff who are medical practitioners undertake clinical duties without direct remuneration, the Pro Vice Chancellor, health may approve payment of a clinical loading where funds have been made available for the purpose.

Clinical Loadings are payable while on recreation leave, long service leave and as part of any eligible termination payment. Clinical loading amounts are set out in Schedule 3 of the Agreement and are paid fortnightly as part of salary.

24. SALARY PACKAGING

Staff members who are employed on a continuing appointment or a fixed term appointment with greater than twelve months remaining on the contract are eligible to take part in the salary packaging scheme. Casual staff members are not eligible.

24.1 Notwithstanding the rates specified in Schedule 3, staff will continue to have the option to convert their salaries as prescribed by the Agreement to alternative benefits subject to the staff member meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government. The University manages a number of salary packaging items in house, through HR Staff Services, at no cost to existing or new staff members. These items are:
- Payment of the compulsory staff member contribution to Unisuper and Qsuper;
- Payment of additional contributions to Qsuper Defined Benefit Scheme;
- University car parking permit fees;
- University childcare fees.
24.2 Any additional items to those described in subclause 24.1 that a staff member may wish to include, in a salary sacrificing package from a list of items approved by the University, will be handled via an external provider on a use pays basis. 

It is strongly recommended that a staff member seek independent financial advice before entering into any salary sacrificing arrangement.

24.3 If legislative or other changes result in increased cost of salary packing to the University, the University may elect to discontinue salary packaging.

24.4 Notwithstanding anything contained within the clause, the staff member’s salary rates as specified in Schedule 3 will be used as the basis for calculation of the following entitlement or amounts:
• termination payments, including superannuation, annual leave and long service leave;
• redundancy benefits;
• overtime and shift payments;
• leave loading;
• allowances;
• union fees;
• workcover;

24.5 Each staff member who enters into a salary packaging agreement shall be entitled to withdraw from the agreement at any time providing the relevant notice period, in accordance with external provider arrangements is given to the Director, Office of Human Resource Management (OHRM).

25. SUPERANNUATION

25.1 The University will not provide a choice of funds and this clause will be deemed to exclude funds other than Unisuper, or Qsuper in respect to current employees who are members of this fund.

25.2 The University will maintain the full employer superannuation contribution rates as at the time of lodgement of this Agreement to all eligible current and new staff members. Contributions made in respect of staff receiving less than the 17% employer contribution will be equivalent to the Superannuation Guarantee Contribution levels and will be increased in accordance with the Superannuation Guarantee (Administration) Act 1992 or its successor legislation as amended from time to time.

25.3 Should changes to the trust deeds to be proposed because of external influences, the University will consult with the staff members and the union on the effects of any changes.

25.4 The University will allow the option for staff members on fixed term appointments of 12 months or more to be eligible for full Unisuper membership and entitlements.

PART 4 – LEAVE ENTITLEMENTS

26. PUBLIC HOLIDAYS

Any day appointed, under the Holidays Act 1983 (Queensland), for the relevant campus location and gazetted as such in the Queensland Government Gazette and/or the Queensland Government Industrial Gazette shall be observed as a public holiday for the purposes of this Agreement.

27. RECREATION LEAVE

Staff members should normally have the opportunity to take at least 20 days accrued annual leave. This leave may be taken in an unbroken period or as agreed between the staff member and the supervisor.

27.1 Entitlement

27.1.1 This provision does not apply to casual staff member.

27.1.2 A full time staff member accrues 20 days recreation leave for each completed year of service.

27.1.3 A part time staff member accrues recreation leave on a pro rata basis, based on a fraction of full time employment as defined in the staff member's contract of employment.

27.1.4 Periods of leave without salary up to and including 1 month will accrue recreation leave, at which time accrual will cease. This excludes unpaid parental leave where recreation leave accrues for periods of up to and including 3 months.

27.1.5 A recreation leave loading will be paid. The loading will be 17.5% to a maximum equal to 17.5% of the Australian average weekly earnings for the September quarter of the previous year of accrual of leave.

27.1.6 Recreation leave loading will be paid out in the first full pay period after 1 December each year.

27.1.7 Academic staff are required, as part of the annual academic review process to discuss an annual leave plan for the following calendar year and submit application online via the
27.1.8 Where a staff member either does not submit, and/or does not enter via the Griffith Portal, an agreed annual leave plan by mid-December, the University will notify the staff member that unless the staff member enters appropriate leave applications via the Griffith Portal within 5 working days, the University will enter a compliant default annual leave plan that will ensure that all recreation leave accrued up to and including the following calendar year will have been taken by the end of the second week of February of the next year.

27.1.9 The default leave plan will take into account individual staff work allocations and current recreation leave accruals, and the operational needs of the academic element. The staff member will be advised that they may subsequently seek the approval of the relevant Head of Element to vary the leave dates, provided that the proposed leave period(s) complies with subclause 27.1.7.

27.1.10 Where a staff member seeks to carry forward an accrual of leave past the second week of February, they must seek and obtain prior approval of the relevant Pro Vice chancellor or Deputy Vice Chancellor. At the time of application, the staff member shall be required to submit a leave plan, which has been agreed and signed by their supervisor, which will ensure that all recreation leave, taking into account future accruals, will have been taken by the end of the second week of February in the following year. Such approval shall not be unreasonably withheld.

27.1.11 Where accruals are in excess of 40 days (or pro rata equivalent for part time staff) the University may direct a staff member to take such leave so as to reduce the staff member’s leave accrual balance to 20 days, or such greater amount as negotiated with and approved as part of a leave plan by the relevant Pro Vice chancellor or Deputy Vice Chancellor.

Alternatively, to reduce past excess accruals, a staff member may apply to take a money equivalent of a portion of the leave accrual in excess of 20 days and accrued as at 31 December 2012. Where a staff member applied to take a money equivalent the application must also include a supporting absence request to take an equal period of annual leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to the approval of the relevant Pro Vice Chancellor or Deputy Vice Chancellor, with the main consideration being the reduction of the leave balance to not more than 20 days.

27.1.12 Staff members on fixed term appointments are required to take all recreation leave accrued prior to cessation of their employment contract, except where there has not been adequate opportunity for the staff member to take the leave. Where, with approval, such leave is not taken due to operational requirements, payment in lieu of recreation leave may be made on:

- Resignation; or
- Completion of a contract.

Where such leave is not applied for or not taken for reasons other than operation requirements, the University may direct a staff member to take the total accrued leave. The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

27.1.13 Staff members who become ill during recreation leave will be credited for periods of 3 days or more on submission of a medical certificate.

28. SICK LEAVE

28.1 Entitlement

28.1.1 This provision does not apply to casual staff members.

28.1.2 Full time staff members shall be entitled to paid sick leave which will accrue at a rate of 10 days per annum. Part time staff members shall be entitled to sick leave on a pro rata basis.
28.1.3 Sick leave will continue to accumulate if not taken and no payment will be made in lieu of accumulated sick leave.

28.1.4 A staff member’s sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 2 months.

28.1.5 Should a staff member exhaust their entitlement to paid sick leave, the staff member may be granted unpaid leave. Periods of unpaid sick leave of up to and including 1 month will accrue recreation leave, sick leave and long service leave, at which time accrual will cease.

28.2 Taking of Sick Leave

28.2.1 A staff member unable to attend work through illness will notify the immediate supervisor of the absence as soon as practicable.

28.2.2 Staff members absent from work on account of illness or injury for more than 3 consecutive days must produce a medical certificate in support of an application for sick leave. Where there are more than 5 absences within a calendar year, the University may request a medical certificate for each subsequent absence.

29. LONG SERVICE LEAVE

29.1 Entitlement

29.1.1 Continuing and fixed term staff will be entitled to long service leave upon completion of 10 years of recognised continuous employment. Long service leave will accrue at the rate of 1.3 weeks for each year of continuous service and a proportionate amount for a part of an incomplete year. A part time staff member’s accrued entitlement shall be calculated on a pro rata basis.

29.1.2 A casual staff member will be entitled to long service leave as long as employment service is continuous, even though:

a) some of the employment is not full time;

b) the staff member is engaged under 2 or more contracts; or

c) the staff member has engaged in other employment during the period.

Continuous service ends for the purposes of an entitlement to accrue long service leave if the employment is broken by more than 3 months between the end or one employment contract and the start of the next employment contract. However, if a casual academic staff member is engaged for both main semesters consistently over the 10 year period then the greater than 3 month break in service from semester 2 of 1 year to semester 1 of the following year will not constitute a break in continuous service.

The amount payable to a casual staff member for long service leave is calculated using the following formula:

\[
\frac{\text{Actual Service}}{52} \times 13 \times \text{Ordinary hourly rate} \div 10
\]

The University may agree with a casual staff member that the entitlement to long service leave may be taken in the form of its full time equivalent.

Where a staff member with casual continuous service as defined above is subsequently appointed on a fixed term or continuing basis, such casual service will count as service for accrual of long service leave, and credit for that service will be calculated in accordance with this subclause.

All other conditions as listed for full time and part time staff members apply.

29.1.3 It is expected that the University and the staff member will be able to agree on the timing of long service which is mutually convenient to the staff member and the Element concerned, having regard to the circumstances and wishes of the staff member and the capacity of the University to effectively meet its obligations. However, a staff member will be entitled to take long service leave at a time of their choosing, provided that at least 6 months written notice of such leave is given or in the absence of such notice, the relevant Pro Vice Chancellor/Deputy Vice Chancellor consents.
29.1.4 A staff member, who is entitled to long service leave, may on written request take the leave wholly or in part. Duration of leave is normally a minimum of 2 weeks and a maximum of 26 weeks. However, this may be altered on agreement between the staff member and the University.

Alternatively, a staff member may apply to take a combination of leave and a money equivalent of the leave accumulated. Where a staff member applies to take a money equivalent, the application must also include a supporting absence request to take no less than an equal period of long service leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to the approval of the relevant Pro Vice Chancellor/Deputy Vice Chancellor and is not an automatic right.

29.1.5 A staff member who has taken and completed a period of long service leave, will again be entitled to long service leave. The period of such long service leave will be calculated at the appropriate rate in respect of the whole of the staff member’s continuous service after deducting any long service leave previously taken.

Once a staff member has taken a period of long service leave of 13 weeks or more in duration the staff member will normally be expected to serve a further 4 years before long service leave is again granted.

29.1.6 Long service leave can normally be accrued up to a maximum of 15 weeks.

29.1.7 Where a staff member seeks to carry forward an accrual of leave over the maximum of 15 weeks from one year to the next, they must seek and obtain prior approval by the relevant Pro Vice Chancellor/Deputy Vice Chancellor. At the time of application for excess leave carry over, the staff member shall be required to submit a leave plan that reduces the accrued balance to no more than 9 weeks, and has been agreed and signed by their supervisor.

29.1.8 Where a staff member has accumulated a long service leave entitlement in excess of 15 weeks, the relevant Pro Vice Chancellor/Deputy Vice Chancellor may give the staff member written notice to take up to 3 months long service leave, at a time convenient to the needs of the University, provided that:

- The relevant Pro Vice Chancellor/Deputy Vice Chancellor will give the staff member written notice of at least 6 months prior to the date on which leave must commence;
- The staff member will not be required to take long service leave within 24 months of an agreed date of retirement which is confirmed in writing;
- The minimum period of leave the University can require a staff member to take will be 6 weeks;
- In any case, where a staff member has taken leave pursuant to this subclause, the relevant Pro Vice Chancellor/Deputy Vice Chancellor will not direct the staff member to take a further period of long service leave for a period of 2 years after the end of the period of leave.

29.1.9 A staff member who becomes sick for periods of 3 days or more during long service leave may apply for sick leave on production of a medical certificate. If approved, the staff member will have their long service leave accruals re-credited for the period of illness.

29.1.10 Any long service leave shall be exclusive of any statutory public holiday occurring during the period of leave.

29.1.11 Periods of leave without salary, and sick leave without salary greater than 1 month, while not constituting a break in continuity of employment do not count as qualifying service for long service leave, except where leave without salary is granted to engage in a University approved secondment to an external organisation and specific approval has been granted by the relevant Pro Vice Chancellor/Deputy Vice Chancellor for that service to count for accrual of long service leave.

29.1.12 A staff member who is eligible for long service leave will be entitled to payment in lieu on resignation.

29.1.13 A staff member who has completed at least 7 years recognised continuous service is entitled to a pro rata payment for long service leave on cessation of the staff member’s employment under the following conditions:
a) The staff member’s service ceases because of the staff member’s death; or
b) The staff member ceases the service because of:
   i) the staff member’s illness or incapacity; or
   ii) a domestic or other pressing necessity; or

c) The cessation is because the University:
   i) dismisses the staff member for a reason other than the staff member’s conduct, capacity or performance; or
   ii) unfairly dismisses the staff member; or

d) The cessation is because of the effluxion of time and;
   i) the staff member had a reasonable expectation that the employment with the University would continue until the staff member had completed at least 10 years service; and
   ii) the staff member was prepared to continue the employment with the University.

29.1.14 In the case of voluntary redundancy, the staff member shall be entitled to pro rate long service leave where recognised accumulation of credit is less than 10 years.

29.2 Recognition of Prior Service

The University will recognise all prior continuous paid full time and part time service within Australian universities and inter-university bodies as qualifying service for the purpose of determining long service leave entitlement provided that if a staff member has taken a period of long service leave or has been paid in lieu of long service, such a period will be deducted from any entitlement due.

Recognition of prior services does not apply to staff members who are employed on a casual basis, or to staff whose salaries are paid from external funds, which make no provision for long service leave, eg grants from bodies such as the ARC and NHMRC.

Further provided that if a staff member is eligible for a period of long service leave, or for payment in lieu, immediately prior to the staff member's appointment to the University, the staff member's current institution shall grant such leave and/or make payment in lieu prior to the person leaving that institution.

The University will have discretion as to the recognition of any other service that had been recognised by the releasing university.

Recognition of previous service other than as provided for in this subclause will be a matter for the University to determine.

For the purposes of recognition, continuous service is recognised where there is a break of no longer than 2 months between any University positions held and break of no longer than 3 months between any Griffith University position held.

The staff member will be required to serve 3 years with the University before being permitted to take accrued long service leave, except in the following circumstances where payment lieu of such leave will be made, subject to subclauses 19.1.10 and 29.1.11:

- On death;
- On retirement on or before 65 years of age; or
- On receiving a pension under the relevant Superannuation Scheme.

30. FAMILY, CULTURAL OBLIGATIONS, DOMESTIC AND FAMILY VIOLENCE, AND OTHER SPECIAL CIRCUMSTANCES LEAVE

In each calendar year, staff members are entitled to take up to 5 days paid leave in total per calendar year for absences arising from either:

- The need to provide care and support for persons with who the staff member has a kinship or affective relationship or members of their household (Family Circumstances); or
- The need to participate in cultural obligations (Cultural Obligations); or
- Instances of pressing or emergency circumstances (Domestic and Family Violence or Special Circumstances).
This leave does not accumulate from one year to the next. A staff member may take up to 3 days paid leave per occasion within a total calendar year entitlement of 5 days paid leave for all absences arising from the circumstances outlined in this clause.

Typical kinship or affective relationships include relationships with:

- A partner (including a former partner, a de-facto partner and a former de-facto partner);
- A child or an adult child (including an adopted child, a step child or an ex nuptial child); parent, grandparent, grandchild or sibling of the staff member or partner of the staff member;
- Members of the extended family and/or community of Aboriginal and Torres Strait Islander First Peoples;
- Members of the extended family where there is a recognised cultural relationship to such person.

Any dispute as to the validity of a claimed absence will be referred to the Director, OHRM for determination.

This provision does not apply to casual staff members.

The circumstances under which staff can apply for Leave for Family, Cultural Obligations, Domestic and Family Violence, and Other Special Circumstances and the associated administrative requirements are set out below.

30.1 Family Circumstances

Staff with responsibilities in relation to either a person with who they have a kinship or affective relationship or members of their household who need their care and support are entitled to take up to 3 days paid leave per occasion to provide care and support for such persons when they are ill.

The staff member may be required to establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances a staff member shall not take leave where another person has taken leave to care for the same person.

Leave may be taken for part of a single day.

The staff member shall, wherever practicable, give the University notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the staff member, the reasons for taking such leave and the estimated length of absence.

If it is not practicable for the staff member to give prior notice of absence, the staff member shall notify the University by telephone of such absence at the first opportunity on the day of absence.

In circumstances where the illness is of such a nature or frequency that all available carer’s leave has been taken within the calendar year, the Director, OHRM or delegate, upon application by the staff member, may permit the staff member to utilise his/her accumulated sick leave to continue paid leave to care for dependents.

30.2 Cultural Obligations

A staff member can be granted up to 3 days paid leave per occasion to participate in, or fulfil, cultural obligations related to the culture with which the staff member or the staff member’s partner, family and/or community group identifies.

The staff member shall notify the University in advance.

30.3 Domestic and Family Violence

A staff member may experience domestic and family violence in their personal life that may affect their attendance or capacity to perform their work. In such cases a staff member may be granted up to 3 days leave per occasion to attend to matters including, but not limited to:

- Medical appointments and legal proceedings;
- Protection of children and dependents;
- Other necessary actions associated with the violence.
A staff member may be required to produce evidence that family or domestic violence has occurred, such as, a medical certificate, a document issues by the policy service and/or court.

If it is not practicable for the staff member to give prior notice of absence, the staff member shall notify the University by telephone of such absence at the first opportunity on the first day of absence.

In circumstances where domestic and family violence is of such a nature and/or frequency the Director, Office of Human Resource Management, or delegate, may upon application by the staff member permit the staff member to utilise their accumulated sick leave to attend to necessary related matters.

30.4 Special Circumstances

A staff member may be granted up to 3 days paid leave per occasion for reasons which are agreed by the Head of Element to be pressing, or emergency circumstances, which preclude attendance at work.

The staff member shall notify their supervisor by telephone of such absence at the first opportunity on the first day of absence.

30.5 In all the above circumstances under which a staff member can apply for Leave for Family, Cultural Obligations, Domestic and Family Violence, and Other Special Circumstances, a staff member may elect, with the consent of the University, to take leave without pay, annual leave or long service leave for such pressing or emergency circumstances, or to extend 3 days paid leave with such other leave if necessary.

31. PARENTAL LEAVE

Parental Leave provides the opportunity for staff members to devote time to their child or children during the first year of their parenting relationship without disadvantaging those staff members in their career.

All entitlements to parental leave will normally apply once only within a 12 period.

31.1 Eligibility

A staff member is eligible for 52 weeks continuous leave as set out in clause 31.2 if the staff member has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave or the date of birth or adoption of the child, whichever is earlier; and the staff member is taking the role of primary care-giver of a child, whether through birth or adoption; and the staff member complies with clause 31.3.

31.2 Entitlement

Parental Leave can be taken for a maximum of 52 weeks. Accrued recreation leave or long service leave may be taken during the 52 week leave period, or in addition to it. Whilst on paid leave, whether parental, recreation leave or long service leave, pay will continue in the normal manner.

31.2.1 Staff Members with Continuing Appointments

Within the 52 week period, the University provides a maximum of 26 weeks of paid leave consisting of:

- 12 weeks paid maternity leave; and
- 14 weeks paid primary care giver’s leave;

for full time and part time staff members, on the understanding that the staff member will return to work at the end of the leave period for a minimum of the equivalent period of the leave taken. Staff members employed on a part time basis within the 12 months preceding or at the date of commencement of leave will be entitled to paid leave calculated on a pro rata basis based on the average of weekly hours worked in the 12 months preceding the date of commencement of the leave.

The 12 weeks maternity leave is normally only available to the staff member who is the birth mother or is taking on the primary care giver role from the outset in the case of an adoption. Maternity leave for birth mothers would normally commence no later than 3...
weeks prior to the expected birth date unless medical evidence is provided to certify that the pregnant staff member is fit to continue normal duty for a further period that extends to no later than the expected birth date.

The 14 weeks primary care giver leave will be available to a staff member that takes on the primary care giver role, subject to satisfying staff member’s responsibilities requirements. This may continue to be the birth mother, or initial primary care giver in the case of adoption, or the partner. The period of leave available to a staff member who is a partner and a primary care giver will be reduced by the period of paid leave in excess of 12 weeks that the birth mother receives from another employer. Further a commensurate adjustment to increase the period of leave available to a partner who is a primary care giver will be made on production of appropriate evidence that the birth mother has ceased to be the primary care giver earlier than 12 weeks after birth for either medical or other significant reasons.

In the case where both parents of the child are employed by the University, the entitlements listed herein can apply to either staff member, providing that the staff member applying is undertaking the role of the primary care giver. However, the total entitlement that will be available will be as if one staff member had applied, regardless as to whether the role of primary care giver changes during the entitlement period.

The paid leave period can be accessed in a number of ways within the 52 week maximum period and must be taken over a continuous period, except as specified below. Taking the full 26 weeks paid leave entitlement; the staff member may opt for one of the following:

- 26 weeks paid at 100% of normal salary; or
- 52 weeks paid at 50% of normal salary; or
- 14 weeks paid at 100% of normal salary, other leave being utilised if required, for example as unpaid, recreation leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the staff member to work on a part time basis, but still receive full salary. (Must have prior approval of Supervisor, which will not be unreasonably withheld); or
- 21 weeks paid parental leave at 100% normal salary, 6 weeks of other leave being utilised if required, for example as unpaid, recreation leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the staff member to work on a 80% part time basis, but still receive full salary for the next 25 weeks. (Must have prior approval of Supervisor, which will not be unreasonably withheld);

31.2.2 Staff Members with Fixed Term Appointments

Fixed term staff members who meet the eligibility requirements as described in this clause will have the same entitlements as those for continuing staff members. However, if the fixed term contract expires during the period of parental leave, the staff member will not be eligible for paid leave unless the staff member can fulfil the return to work requirements. The contract term will not be extended by the period of absence for this purpose.

In the event that the fixed term contract expires during the period of leave this will be treated as a normal expiry of the contract. The staff member will cease to be a staff member at this point and therefore not entitled to further parental leave unless re-employed and meeting the entitlement criteria as set out here.

31.2.3 Staff Members with Casual Appointments

Casual staff members who meet the eligibility requirements as described in this clause are entitled to 52 weeks of unpaid parental leave.

31.2.4 Staff Members with less than 12 months service

Staff who do not meet the 12 months continuous service eligibility criteria as set out in subclause 31.1 will only be entitled to a maximum of 52 weeks unpaid leave, conditional on return to work with the University.

31.3 Staff Member’s Responsibilities
The staff member is required to inform their Supervisor of their intention to take leave as soon as practicable. In order to be eligible for the entitlements as listed in 31.2, the staff member will normally need to provide:

- a minimum of 10 weeks' written notice of their intention to take parental leave, enabling the element to plan for the absence;
- a minimum of 4 weeks' written notice of the dates on which the staff member wants to start or end the parental leave. Should the staff member wish to take paid parental leave the staff member will need to confirm within this written notice that they are taking on the role of primary care giver and the intention to return to work following the completion of parental leave;

And

i) In the case of the birth mother being the staff member and applying for both maternity and primary care giver leave:
   - a registered medical practitioner’s certificate confirming the staff member is pregnant and the expected date of birth;
   Or

ii) In the case of the non-birth partner assuming the role of primary care giver:
   - a registered medical practitioner’s certificate confirming the staff member’s partner is pregnant and the expected date of birth and a statutory declaration stating that they will be taking on the role of primary care-giver for a new child, the circumstances under which this is occurring and what the staff member’s partner duration of paid parental leave, if any, the staff member’s partner has or will receive from any employer in relation to this confinement*;
   Or

iii) In the case of the staff member adopting and taking on the role of primary care giver:
   - relevant documentation which confirms the staff member’s status as an adopting parent and gives the date on which the parenting responsibility is expected to commence and, in the case of staff members also taking on the role of primary care-giver, a statutory declaration stating that they will be taking on the role of primary care-giver for the adopted child, the circumstances under which this is occurring, and what duration of paid parental leave, if any, the staff member’s partner has or will receive from any employer in relation to this adoption*.

Where the staff member has a permanent arrangement for the care of a child where the cultural traditions or requirements do not involve legal adoption procedures the staff member may put their case to the Director, OHRM to determine eligibility for parental leave.

* The exception will be where two staff members of Griffith share the paid parental leave as outlined in subclause 31.2

31.4 Other Leave

Parental leave extends for a maximum of 52 weeks. Accrued recreation leave or long service leave may be taken during the 52 weeks leave period, or in addition to the 52 weeks leave period, but may not be taken in such a way to break up the paid parental leave, which must be taken in a continuous period as set out in subclause 31.2.1.

Recreation or long service leave must be applied for as a separate leave entitlement. Whilst on paid leave, whether parental, recreation or long service, salary payments will continue in the normal manner.

31.5 Continuity of Service
The period of time spent on parental leave is not treated as a break in service. Periods of parental leave will count as continuous service for calculation of eligibility for the Academic Studies program, and entitlements for long service leave, sick leave and subsequent periods of parental leave. Only the first 26 weeks of parental leave will accrue recreation leave entitlements. Salary increments will not be affected by parental leave.

31.6 Unplanned Cessation
In the unfortunate circumstance that a staff member’s pregnancy terminates by either:
- miscarriage after a gestation period of greater than 14 weeks: or
- stillbirth:

the staff member will be entitled to up to 6 weeks paid leave on presentation of supporting medical evidence, commencing on the date that the stillbirth or miscarriage occurred.

Where a stillbirth occurs after the staff member has commenced parental leave the staff member will be entitled to up to 6 weeks paid leave, however any remaining parental leave entitlement would cease.

31.7 Notifying Changes in Circumstances
There is an expectation that there will be two-way communication while staff are absent on parental leave. Should changes occur in the workplace that may affect absent staff members they should be informed of these as soon as possible. The University will maintain an appropriate level of contact with the staff member on leave and the staff member on parental leave should keep in contact with their manager as appropriate during this period.

A staff member may extend the period of parental leave if:
- the staff member provides at least 14 days written notice to the manager before the original expiry date of the leave; and
- the total period of parental leave taken is not more than the maximum of 52 weeks.

31.8 Return to Work
At the end of the leave period, the staff member will wherever possible return to the same position as that prior to leave. If organisational circumstances prevent this, the staff member will be placed in a position of equal status and conditions, taking into account the staff member’s qualifications, skills and experience.

Should the staff member wish to return to work earlier than advised, the staff member will need to submit a written request to the Supervisor. Approval will be at the discretion of the Head of Element and will be dependent upon organisational arrangements.

Staff returning to work after a period of parental leave may be able to return on a reversible part-time basis. Staff should refer to the Reversible Part Time Appointment for the Care of Dependents subclause 13.3 of this Agreement.

In the event that the staff member decides not to return to work at the end of the leave period, the staff member must confirm this in writing to the Head of Element through the Supervisor, giving the appropriate notice period, as soon as practicable. Where the staff member has accepted paid parental leave and fails to return to work for a period equivalent to the amount of paid parental leave taken, then the full or outstanding amount of the cost of the paid parental leave benefit will normally be required to be repaid to the University.

31.9 Partner Leave
Where a staff member (other than a casual staff member) is not the primary care giver of a child and becomes a parent, whether through birth/adoption, he/she is eligible for 10 days paid leave providing:
- the staff member has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave; and
staff members employed on a part time basis will be entitled to paid leave calculated on a pro rate basis; and 

- the leave is to be taken at or about, but not normally prior to, the time of the birth/adoption and is not to be used in conjunction with primary care giver leave; and 

- the staff member complies with the relevant provisions in subclause 31.3.

Where a staff member who is granted partner leave under this clause is subsequently granted primary care giver leave in accordance with subclause 31.2.1 such leave entitlement will be reduced by the period of partner leave taken.
32. LEAVE WITHOUT SALARY

32.1 The University recognises that staff members may wish to apply for periods of leave without salary where they do not have an entitlement for paid leave or where their entitlement has been exhausted.

32.2 The provision of leave without salary is not an entitlement. However, the University recognises that there are occasions where leave without salary can bring benefit to the University. Further, it is also recognised that individuals may need to apply for periods of leave without salary on compassionate grounds. In all cases, applications will be considered by taking account of the staff member’s circumstances and of the University’s operational requirements, which by necessity will take first priority.

32.3 Leave without salary will not be granted in broken periods, separated by public or University holidays, or periods of recreation leave, and will be limited to a maximum of 12 months unless there are exceptional circumstances.

32.4 Public holidays observed during a period of leave without salary will form part of the period of leave.

32.5 Normally, applicants will be expected to have exhausted accrued periods of leave which are relevant to the purpose of the application.

32.6 Periods of leave without salary up to and including 1 month will not affect a staff member’s service increment or probation date and will continue to be regarded as qualifying time for long service, recreation and sick leave. Periods greater than 1 month will incur an adjustment of increment and probation dates by the period of leave taken greater than 1 month and will not be regarded as qualifying time for leave.

32.7 Superannuation benefits may be affected by leave without salary.

32.8 This provision does not apply to casual staff members.

33. OTHER LEAVE

33.1 Bereavement Leave
A staff member is, upon the death of person with whom the staff member has a kinship or affective relationship, entitled to take up to 2 days paid leave per occasion for the purpose of making arrangements and/or attendance at the funeral.

The staff member shall notify the University by telephone of such absence at the first opportunity on the first day of absence.

33.2 Jury Service and Court Attendance Leave
Paid leave shall be granted to a staff member required to serve as a juror or appear as a witness, for the period of attendance required in any Court of Law provided the staff member assigns to the University all payment received for such court attendance. Such a leave application must be supported by a certificate from the Sheriff’s Office indicating attendance.

33.3 Reserve Forces Leave
A staff member who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose of attending an annual training camp of up to 14 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.

To claim this leave entitlement, a staff member will inform the Director, OHRM of their Defence Force Reserve status on appointment and any subsequent change to that status. Upon application for such leave, evidence of the necessity for attendance must be submitted and at the conclusion of such leave the staff member must produce a Certificate of Attendance signed by the Commanding Officer.

Where, due to operational requirements, leave of absence cannot be granted in accordance with the above, the Head of School/Department may grant leave of absence for a similar purpose at another time.

33.4 State Emergency Services Leave
A staff member who is a member of the State Emergency Services (SES) may have up to 5 days paid leave per year (non-cumulative) to carry out duties associated with service with the SES, provided that:
a) the Head of School/Department is advised as soon as possible of a likely absence and the length of absence; and

b) on return to work, the staff member submits a certificate of official attendance signed by the relevant SES Officer.

33.5 Workplace Relations Training Leave

A staff member may be granted up to 5 working days leave on ordinary rates each calendar year (non-cumulative), to attend courses and seminars that contribute to a better understanding of workplace relations, including trade union training leave and required attendance at regional, State and National meetings or conferences, provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the staff member.

PART 5 – PERFORMANCE REVIEW AND DISCIPLINARY PROCEDURES

34. PROBATION

The purpose of probation is to provide a set period of time in which the staff member can demonstrate his/her aptitude and ability to do work and the University can assess the staff member’s performance in the job.

The probation period offers the opportunity to assess a staff member’s performance and to provide for ongoing feedback between supervisors and staff member prior to a decision being made about whether the contract of employment should continue.

Probation will be undertaken in accordance with this clause and the relevant University Probationary Procedures for Academic Staff. These procedures will not be changed without consultation with staff and the NTEU.

34.1 Continuing Appointments

Continuing staff members are subject to the following probation periods:

<table>
<thead>
<tr>
<th>Continuing Appointments</th>
<th>Guidelines for Probationary Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Level A</td>
<td>From 3 months – up to 5 years</td>
</tr>
<tr>
<td>Academic Levels B - E</td>
<td>From 3 months – up to 3 years</td>
</tr>
</tbody>
</table>

In exceptional circumstances and having regard to the nature of the job, the Head of School/Department may recommend to the Group Pro Vice Chancellor that a longer period of probation be applied. In the same regard, given a staff member’s experience and qualifications, the Head of School/Department may recommend to the Group Pro-Vice Chancellor that a shorter period of probation is applied, or that the probation period is waived.

Any such recommendation must be forwarded to the Deputy Vice Chancellor (Academic) for final approval before an offer of appointment is made. Where, immediately subsequent to a fixed term appointment, a staff member is appointed to a continuing position at the same level and which involves work of a similar nature as the fixed term position currently held, all time served in the fixed term appointment(s) will count as part or all of the probationary period for the continuing position.

34.1.1 Staff Committee and Senior Staff Committee/s

For the purposes of this clause Staff Committee is:

- The Group or Faculty Committee as formed under the University Committee Constitution and will make recommendations to the relevant Pro Vice Chancellor on confirmation of appointment for staff up to and including Senior Lecturer; or
- Senior Staff Committee/s which is established by the Pro Vice Chancellor, constituted with due regard to gender balance and comprise the following members:
  - Chair (normally the relevant Pro Vice Chancellor)
• Dean of the relevant Faculty (ex-officio)
• Three senior staff members at Level D or above from a similar or cognate area to that of the staff member.

Senior Staff Committee will make recommendations to the relevant Deputy Vice Chancellor on confirmation of appointment for Associate Professor and Professor.

34.1.2 Probationary reviews

Probationary reviews include a preliminary meeting of the staff member’s nominated supervisor and staff member to set performance objectives and outline expectations. The staff member’s progress will be reviewed regularly throughout the process. This will normally occur on an annual basis as set out in the procedures.

At any stage, should a staff member’s performance be viewed as substandard, then a report identifying specific area(s) of deficiency will be forwarded to the relevant Staff Committee and the staff member.

Reviews of staff on a probationary appointment will be undertaken, according to the appropriate Classification Standards set out in Schedules 1 and 2 by either the supervisor, the Dean or the Staff Committee, depending on the year of the probation cycle as detailed in the procedures.

In the event that unsatisfactory performance is identified, the supervisor will arrange a meeting with the staff member as soon as possible and advise the staff member of the reason for the meeting. This may be initiated at any time during the probationary period.

Should concerns of a staff member’s performance be based on student complaints, then the supervisor must ensure that the staff member was made aware of the complaints at the time and has sufficient detail as to the nature and content of these complaints so as to be afforded natural justice and be able to adequately respond to such complaints.

The relevant Staff Committee will review performance for those staff members in their final year of probation or those staff members whose performance has been assessed as unsatisfactory by the supervisor or Dean. They will also review performance for those staff members who have been recommended for early confirmation of appointment because they have met all probation requirements and have demonstrated outstanding ongoing performance.

34.1.3 Recommendation and Decision

Where the relevant Staff Committee is of the view that performance is satisfactory, it will recommend to the Pro Vice Chancellor that the staff member’s appointment be continued.

Termination of employment due to unsatisfactory performance can be instigated at any time during the probationary period by the academic supervisor, Dean or relevant Pro Vice Chancellor following a review, provided the staff member has had a reasonable opportunity to improve. The staff member will be advised of, and given the opportunity to make a response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

Where the relevant Staff Committee recommends that the staff member’s performance is unsatisfactory and sufficient progress has not been made, they will recommend to the relevant Pro Vice Chancellor that the staff member’s appointment be terminated.

The relevant Pro Vice Chancellor will review the recommendation of the Staff Committee along with any supporting materials used by the Staff Committee in forming their recommendation and may determine to:

• uphold the recommendation of Staff Committee; or
• refer the matter back to Staff Committee for reconsideration, if the relevant Pro Vice Chancellor considers that the University has failed in a significant way to comply with its own procedures and/or the Staff Committee is considered to have made an error in judgement.
Where the relevant Pro Vice Chancellor is of the view that the recommendation of the Staff Committee should be upheld, a memo to that effect, along with the relevant Staff Committee’s report, outlining reasons and details, and any applicable response from the staff member will be forwarded to the Deputy Vice Chancellor (Academic) for consideration.

The staff member will receive:

- The supervisor’s reports;
- A list of any other material considered by the Staff Committee; and
- Any report relating to the recommendation to terminate during the probation period; or any report relating to recommendation of non-confirmation at the end of the probationary period; excluding referees’ reports.

Upon being informed of the relevant Pro Vice Chancellor’s view, should the staff member wish to pursue a further review, the staff member will have ten working days to lodge any request for review to the Deputy Vice Chancellor (Academic); this argument should be based on the grounds of:

- Procedure: the failure of the University in a significant way to comply with its own procedures, and/or
- Substance: the Committee has made an error of judgement in making a recommendation of termination of employment.

The Deputy Vice Chancellor (Academic) will consider all material in making a final decision.

The Deputy Vice Chancellor (Academic) may:

- Uphold the decision of the relevant Pro Vice Chancellor; or
- Refer the matter back to Staff Committee for reconsideration, if the relevant Deputy Vice Chancellor (Academic) finds that the University failed in a significant way to comply with its own procedures and/or the Staff Committee is considered to have made an error in judgement.

Should the decision of the Deputy Vice Chancellor (Academic) be to terminate, the University will terminate the employment prior to the end of the probationary period with 6 months notice or where agreed, with salary in lieu of notice.

The decision of the Deputy Vice Chancellor (Academic) will be final.

34.2 Fixed Term Appointments

Fixed term staff members are subject to a probation period ranging from a minimum of 3 months up to one third of the total term of the fixed term contract.

The Head of School/Department will recommend to the Group Pro Vice Chancellor the length of the probationary period. The period of probation only applies to the first fixed term appointment except that where a staff member is re-employed by the University and the break in service is 3 months or more the appointment will include a probationary period; or subsequent to a fixed term appointment, a staff member is appointed to another position which involves duties that are substantially different to those of their current position.

34.2.1 Probationary reviews

The supervisor and staff member will meet during the probation period to review the staff member’s overall performance. The probation period must include at least one probationary review plus the final review of the staff member’s overall performance. Staff will be reviewed according to the appropriate Position Classification Standards set out in Schedules 1 and 2.

In the event unsatisfactory performance is identified, the supervisor will arrange a meeting with the staff member as soon as possible and advise the staff member of the reason for the meeting. This may be initiated at any time during the probationary period.

34.2.2 Recommendation and Decision
For probation periods of less than 12 months, the final review of the staff member’s overall performance should be conducted by the supervisor at least 2 weeks prior to the end of the probationary period.

For probation periods of 12 months or more, the final review of the staff member’s overall performance should be conducted by the supervisor at least 4 weeks prior to the end of the probationary period.

Where the supervisor is of the view that performance is satisfactory, she/he will recommend to the relevant Dean that the staff member’s fixed-term appointment be continued.

Where the staff member’s performance is unsatisfactory and sufficient progress has not been made, the University will terminate the employment prior to the end of the probationary period, providing either the appropriate notice or where agreed, salary in lieu of notice.

Termination of employment due to unsatisfactory performance can be instigated at any time during the probationary period, provided the staff member has been given a reasonable opportunity to improve. The staff member will be advised of, and given the opportunity to make a response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

No decision to terminate on grounds of unsatisfactory performance will occur until one third of the probation period has been completed.

The supervisor’s report, outlining reasons and details, and any applicable response from the staff member will be forwarded to the relevant Dean for consideration.

The Dean’s decision will be forwarded to the Director, OHRM who will notify the staff member in writing prior to the end of the probationary period.

Notice period for termination on grounds of unsatisfactory performance will be:

- 8 weeks for a probation period of 12 months or less.
- 12 weeks for a probation period of greater than 12 months.

35. ACADEMIC STAFF REVIEW

35.1 Academic Staff Review will be conducted in accordance with this clause and the Academic Staff Review Policy and Procedures. These Policy and Procedures will not be changed without consultation with staff and the NTEU.

35.2 Academic Staff Review applies to full time and part time continuing and fixed term academic staff with the exception of academic management positions (Heads of School, Deans, Pro and Deputy Vice Chancellors, Provosts, Directors of Centres) who are covered by Performance Management for Academic Managers Policy.

35.3 The Academic Staff Review will assess performance; encourage high levels of performance; set goals and review work allocations; provide developmental opportunities for academic staff; and discuss and plan leave options including study leave options.

35.4 The Academic Staff Review is based on the assumption that academic staff will have a fair and reasonable work allocation.

35.5 Review

35.5.1 The staff member will have a nominated supervisor who will normally be the Head of School/Department or Research Centre Director. The staff member will be advised in writing of the supervisor’s name/position. The staff member has the right to request a different supervisor in accordance with the Policy and Procedures. All supervisors will undertake training in a timely manner in all aspects of performance review and staff development, to maximise the benefits of the review process for all involved.

35.5.2 The supervisor will evaluate the staff member’s performance for the 12 month period from 1 July of the previous year and on the basis of the Academic Staff Review and Plan (ASRP), discuss performance objectives and work allocation expectations for the next
35.5.3 The Academic Staff Review will take place annually.

35.5.4 Academic staff will be reviewed in relation to the appropriate Position Classification Standards in Schedules 1 and 2 of this Agreement, taking into consideration the areas of academic emphasis over the previous 12 month period. In reaching a decision about a staff member’s performance, the following must be taken into account:

- whether the work allocation of the staff member is fair and reasonable;
- the existence of non-traditional career paths;
- the University’s equity and diversity policies; and
- mitigating circumstances.

35.5.5 Where the supervisor assesses that the staff member’s performance is satisfactory, an increment will be awarded (where applicable) and a development plan will be discussed and agreed with the staff member.

35.5.6 Where the supervisor assesses that the staff member’s performance is unsatisfactory or unacceptable, this will be addressed in accordance with clause 36 Unsatisfactory Performance and the Academic Staff Review Policy and Procedures.

36. UNSATISFACTORY PERFORMANCE

Managing unsatisfactory performance of staff will be undertaken in accordance with this clause and the Academic Staff Review Policy and Procedures. This Policy and Procedures will not be changed without prior consultation with staff and the NTEU. At all stages of this process the principles of natural justice and the Code of Conduct will apply.

Should concerns of a staff member’s performance be based on student complaints, then the supervisor and/or staff committee must ensure that the staff member was made aware of the complaints at the time and has sufficient detail as to the nature and content of these complaints so as to be afforded natural justice and be able to adequately respond to such complaints.

For the purposes of this clause, Staff Committee will be as defined in subclause 34.1.1.

36.1 Unsatisfactory Performance

Where a staff member is considered to be unsatisfactory in either their agreed academic area of emphasis or, if undertaking a balanced work allocation, considered to be unsatisfactory in either teaching or research, then overall performance must be deemed to be unsatisfactory.

The supervisor will make an initial judgement on whether the staff member’s performance is satisfactory or unsatisfactory. If, on the basis of the ASRP and other evidence, the supervisor considers the staff member’s performance to be unsatisfactory, the supervisor will arrange a meeting with the staff member to discuss performance and the reasons for the assessment. The supervisor must advise the staff member that the meeting is to discuss an assessment of unsatisfactory performance and the specific areas of performance under discussion. The staff member is entitled to be represented at this meeting by a nominated representative.

Any recommendation of assessment of unsatisfactory performance by a supervisor of a staff member will be reviewed by the relevant Staff Committee. The supervisor will provide the staff member with a copy of this report and inform them of the opportunity to directly address concerns expressed by the Supervisor in a submission, in writing to the Chair of Staff Committee within ten days of being notified formally by the supervisor. In this submission, the staff member may also raise mitigating circumstances or procedural concerns. This review by the Staff Committee will normally occur within 4 weeks of the staff member being notified of the recommendation. The Staff Committee may seek evidence of performance from other sources.

Where concerns are based on student complaints, the Committee must satisfy itself that the staff member was made aware of the complaints at the time and in sufficient detail as to the nature of these complaints to be afforded natural justice so as to be able to...
adequately respond to such complaints. Where the Committee is not satisfied that this is the case, the material cannot be relied upon to establish a case of unsatisfactory performance and the matter should be referred back to the supervisor.

Where the Committee ratifies the supervisor's recommendation, the Chair of the Staff Committee will, in conjunction with the supervisor and the staff member, complete a Part 3 of the ASRP. This should occur within 4 weeks of the Committee's decision. This ASRP will clearly identify the following:

- Areas of unsatisfactory performance;
- Objectives to be achieved for performance to be considered to be satisfactory; and
- Any organisation, staffing or resource implications which may be necessary in reaching the agreed objectives.

The relevant Pro Vice Chancellor will be informed of such outcomes and be supplied with the material on which the endorsement is based.

If the supervisor's recommendation is not ratified by the committee, Part 3 of the ASRP will be developed with the staff member and the supervisor and approved by the Chair.

The Staff Committee will undertake the staff member's review in the following year. Ongoing monitoring and support of the staff member will be undertaken by the supervisor. However, the Staff Committee will continue to evaluate performance where the finding is unsatisfactory. The Staff Committee will continue to undertake reviews up to a maximum of 3 years in order to assist and assess the staff member's performance, but may return this review to the supervisor should it see fit to do so at any time during this period.

36.2 Unacceptable Performance

A staff member's performance is considered unacceptable where, the staff member’s performance in carrying out assigned duties is significantly deficient in either the level or standard or quality commensurate with the staff member's level of appointment. It will include cases where:

- the staff member unreasonably fails or refuses to meet with the supervisor to discuss performance; or
- the staff member fails to submit a completed ASRP Part 1 despite 2 formal written requests to do so; or
- having been afforded a reasonable opportunity to remedy performance concerns, the staff member is found to be unsatisfactory in two or more of the areas of assessment eg. teaching and research, research and service or teaching and service; or
- the staff member has had 3 consecutive assessments of unsatisfactory performance.

The supervisor will make an initial judgement on whether the staff member's performance is satisfactory or unsatisfactory. If, on the basis of the ASRP and other evidence, the supervisor considers the staff member's performance to be unacceptable, the supervisor will arrange a meeting with the staff member to discuss performance and the reasons for the assessment. The supervisor must advise the staff member that the meeting is to discuss an assessment of unacceptable performance and the specific areas of performance under discussion. The staff member is entitled to be represented at this meeting by a nominated representative.

All recommendations of assessment of unacceptable performance by a supervisor of a staff member will be reviewed by the Staff Committee. The supervisor will provide the staff member with a copy of this report and inform them of the opportunity to directly address concerns expressed by the Supervisor in a submission, in writing to the Chair of Staff Committee within ten days of being notified formally by the supervisor. In this submission, the staff member may also raise mitigating circumstances or procedural concerns.

This will normally occur within 4 weeks of the staff member being notified of the supervisor's recommendation. The Staff Committee may seek evidence of performance from other sources.
Where concerns are based on student complaints, the Committee must satisfy itself that the staff member was made aware of the complaints at the time and in sufficient detail as to the nature of these complaints to be afforded natural justice so as to be able to adequately respond to such complaints. Where the Committee is not satisfied that this is the case, the material cannot be relied upon to establish a case of unsatisfactory performance and the matter should be referred back to the supervisor.

If the supervisor’s recommendation is not ratified by the committee, Part 3 of the ASRP will be developed with the staff member and the supervisor and approved by the Chair.

The Staff Committee will undertake the staff member's review in the following year. Ongoing monitoring and support of the staff member will be undertaken by the supervisor. However, Staff Committee will continue to evaluate performance where the finding is unsatisfactory.

Where Staff Committee supports the supervisor's recommendation or makes a recommendation that a staff member's performance in the assigned duties is so significantly deficient as to constitute unacceptable performance, a report will be made to the Deputy Vice Chancellor. The staff member will receive a copy of the report. The staff member has ten working days to submit a written response to the Deputy Vice Chancellor.

In the event of non-submission of ASRP, the opportunity given to submit an ASRP following the written notice and request by the Office of Human Resource Management and the supervisor is deemed to be a reasonable opportunity to respond.

The Deputy Vice Chancellor (Academic) will then determine whether:

- the staff member was informed of the nature of the unacceptable performance;
- an adequate opportunity to respond was given;
- the staff member’s response was taken into account;
- a reasonable opportunity has been afforded to remedy the performance problem.

The Deputy Vice Chancellor (Academic) will then decide whether:

- to take no action; or
- to refer the matter back to Staff Committee if s/he is not satisfied that all the steps have been undertaken; or
- to instigate formal censure or counselling; or
- to demote by one or more classification levels or increments; or
- to withhold an increment; or
- to suspend with or without pay; or
- to terminate employment; or
- to refer the matter back to Staff Committee for a set period to provide an additional period for the staff member to remedy the unacceptable performance.

The staff member will be advised in writing of the Deputy Vice Chancellor’s decision.

### 36.3 Review

Following a decision of the Deputy Vice Chancellor (Academic) to take disciplinary action a staff member will have 5 working days to lodge appeal in writing to the Vice Chancellor. Appeals will not be available where the disciplinary action is for the staff member to receive counselling or formal censure or where there have been 3 consecutive findings of unsatisfactory performance by Staff Committee.

Where a staff member lodges an appeal the disciplinary action will be suspended until the review is determined. The Vice Chancellor will as soon as is practical set up an investigation committee. The committee will comprise:

- A person to chair the Committee appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU;
- A staff member nominated by the Deputy Vice Chancellor (Academic);
- A staff member nominated by the NTEU, after consultation with the affected staff member.
Committee members are to make themselves available as expeditiously as possible. The committee will investigate the process that has been followed and make a recommendation to the Vice Chancellor within 3 weeks of their first meeting.

The Vice Chancellor shall consider all material before him/her. After considering the material and any recommendations arising from the process, the Vice Chancellor shall advise the staff member in writing of their decision to either:
• confirm the decision of the Deputy Vice Chancellor (Academic) to impose the Disciplinary Action; or
• vary the Disciplinary Action previously imposed by the Deputy Vice Chancellor (Academic); or
• revoke the decision to impose the Disciplinary Action

The notice period in the case of dismissal will be 6 months commencing from the date on which the staff member received notification of Staff Committee’s recommendation and may be paid out. Reviews of the Deputy Vice Chancellor’s decision will occur within the 6 months and will not result in an extension of the notice period.

PART 6 – CESSATION OF EMPLOYMENT

37. TERMINATION OF EMPLOYMENT

37.1 Termination of employment is termination at the initiative of the University and shall only occur as provided for in this Agreement.

37.2 Notice of Termination by the University

37.2.1 The notice period for termination of employment for a continuing academic staff member, except in the case of serious misconduct, is 6 months.

37.2.2 The notice period for termination of employment for a staff member who is employed on a fixed term contract, except in the case of serious misconduct or probation, is 12 weeks. For staff on probation, the provisions of 34.2.2 apply.

37.2.3 The notice period for termination of employment for a casual staff member engaged for a set period, except in the case of serious misconduct, is 2 weeks.

37.2.4 A staff member who has been found to have engaged in serious misconduct, in accordance with clause 40 such that it would be unreasonable to require the University to continue the employment during the period of notice will be terminated without notice.

38. RESIGNATION

The notice of resignation, including retirement, required to be given by a staff member is the same as the notice of termination required of the University.

At the discretion of the relevant Pro Vice Chancellor or Deputy Vice Chancellor, a shorter period of notice may be granted on request of the staff member.

Where a staff member fails to give the required notice, the University has the right to withhold monies due to the staff member, to a maximum amount equal to the ordinary rate of pay for the period of notice.

39. REDUNDANCY

39.1 The provisions of this clause will not apply to casual, fixed term and continuing (contingent funded) staff members.

39.2 The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and every effort will be undertaken to provide suitable alternative employment opportunities, having regard to qualifications and experience.

39.3 A position may be considered redundant for genuine operational reasons of an economic, technological, structural or similar nature, including, but not limited to:

• a decrease in student demand or enrolments in any academic course or program or combination or mix of courses or programs conducted on one or more campuses;
• a decision to cease offering or to vary the academic content of any course or program or combination or mix of courses or programs conducted on one or more campuses;
• financial exigency within an organisational unit or cost centre; or
• changes in technology or work methods;
which results in the work of the position or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

39.4 Where the University proposes a significant change to work organisation that may involve possible job losses, initial consultation with affected staff and the NTEU will occur in accordance with clause 17. All relevant information and data will be provided to assist in the consultations. This will include measures to avert retrenchment and measures to mitigate the adverse effects of retrenchment. Such measures may include redeployment, fractional appointments, secondments or offers of a voluntary early retirement or a voluntary redundancy package.

Where an Element considers, following the consultation, that a position/s is likely to be surplus to its needs, the relevant Dean must make a submission to the Deputy Vice Chancellor (Academic) through the relevant Pro Vice Chancellor/Deputy Vice Chancellor and, at the same time, provide a copy to the Director OHRM.

39.5 Consultation on Proposed Surplus Positions

Where the University decides to proceed with a change to work organisation that is likely to result in position/s being surplus, the University will then consult with the NTEU and the affected staff member(s). The University will provide the following information as part of the consultation process: the reasons why a position(s) is proposed to be redundant, the number and classifications of positions in the affected element of the University, redeployment and retraining prospects for affected staff members, the method of identifying the positions surplus to requirements, and consideration of means to avert possible redundancies. All issues and feedback raised during the consultation process will be fully considered before a final decision is made.

Staff members have the right to be represented by a nominated representative throughout all stages of the process.

39.6 Process for Nominations for Voluntary Redundancy

39.6.1 Once a definite decision is made that reductions in staff are required, it may be appropriate in some circumstances to manage the proposed reduction through a voluntary process by seeking nominations from staff members for redundancy. The arrangements for the voluntary nomination process will be notified to the NTEU and include information about the numbers of positions to be reduced and the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

39.6.2 The relevant Deputy Vice Chancellor or Pro Vice Chancellor will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.

39.6.3 A staff member whose nomination is accepted will be regarded as having elected for voluntary redundancy and the redundancy benefits will be as set out in subclause 39.8. The staff member will be notified of the date of effect and redundancy benefits payable.

39.6 Position Redundancy Notification

Where a voluntary redundancy nomination process does not achieve the required staff reductions, or a voluntary redundancy nomination process was not undertaken, the University may declare a position or positions redundant. The relevant Deputy Vice Chancellor or Pro Vice Chancellor will notify, in writing, each affected staff member and the NTEU that their position is redundant. The notification will provide the following information:

- the reasons for termination;
- the number and categories of staff members likely to be affected;
- options available;
- an indication of the redundancy benefit payable, including recreation leave and long service leave where applicable;
- the time when, or period over which, the University intends to carry out the terminations.
The staff member will also be invited at that time to apply to the relevant Deputy Vice Chancellor or Pro Vice Chancellor within 8 weeks to take voluntary redundancy. An offer of voluntary redundancy will lapse after 8 weeks.

Within seven days of receipt of an application to take voluntary redundancy, the relevant Deputy Vice Chancellor or Pro Vice Chancellor shall either accept the application or notify the staff member that no further action will be taken to terminate the employment of the staff member.

39.8 Voluntary Redundancy Benefits

39.8.1 A staff member whose application for voluntary redundancy has been accepted will receive the following benefits:

- 6 months salary from the date of acceptance of an application for voluntary redundancy; plus
- a sum calculated at the rate of 2 weeks' salary per completed year of service with the University to a maximum entitlement of 52 weeks' salary; plus
- payment on a pro rata basis for long service leave calculated on completed years of service.

From this time the staff member will be provided with reasonable paid time to attend employment interviews.

39.8.2 All payments for voluntary redundancy shall be calculated on the staff member’s salary at date of cessation of employment, except that in the case of a staff member who is on a reversible part time appointment in accordance with subclause 13.3, the relevant full time salary rate will apply. The benefits received under a voluntary separation are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefits.

39.9 Compulsory Redundancy

39.9.1 Upon the expiration of the offer of voluntary redundancy, should further redundancies be deemed necessary, the relevant Deputy Vice Chancellor or Pro Vice Chancellor will advise in writing any staff member who has failed to apply for voluntary separation and their nominated representative that they are an excess staff member. As part of the notification, the staff member will be provided with three options; accept the compulsory redundancy; seek redeployment; or seek a review of the process leading to the identification of their position as surplus to requirements.

39.9.2 The staff member has seven working days in which to notify the Deputy Vice Chancellor (Academic) of the option that they choose.

39.9.3 A staff member who accepts compulsory redundancy will receive the following benefits:

- **severance Pay based on length of Service as follows:**
  
<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Pay Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years and up to the completion of 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years and up to the completion of 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks pay plus</td>
</tr>
</tbody>
</table>

- twelve months salary; plus
- in the case of a staff member who is over 40 years of age, such further salary according to the following scale:
  
<table>
<thead>
<tr>
<th>Age Range</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 40 – 1 months</td>
<td></td>
</tr>
<tr>
<td>Age 41 – 2 months</td>
<td></td>
</tr>
<tr>
<td>Age 42 – 3 months</td>
<td></td>
</tr>
<tr>
<td>Age 43 – 4 months</td>
<td></td>
</tr>
<tr>
<td>Age 44 – 5 months</td>
<td></td>
</tr>
<tr>
<td>Age 45 or over – 6 months</td>
<td></td>
</tr>
</tbody>
</table>

All payments for compulsory redundancy shall be calculated on the staff member’s salary at the date of cessation of employment, except that in the case of a staff member who is on a reversible part time appointment in accordance with subclause 13.3, the relevant full time salary rate will apply.
39.11 **Redeployment**

A staff member who elects to seek redeployment will be provided with a period of six months during which time the University will actively undertake to redeploy the staff member where they want to be redeployed and will act in accordance with the Redeployment Guidelines, which will not be altered without prior consultation with the NTEU. The 6 month period will commence from the date of notification that the staff member is an excess staff member. Where a staff member has not been redeployed at the end of the six month redeployment period, the staff member will receive the benefits set out in subclause 39.9.3 less six months’ salary.

All practicable steps will be undertaken to identify a position(s) within the University to which the staff member may be redeployed, commencing with the staff member’s own Element. The staff member will participate fully in the redeployment process.

A staff member may be redeployed to a fixed term position as a temporary redeployment measure. A staff member temporarily redeployed to a fixed term position will retain his/her existing status and entitlements. During this period or on completion of the fixed term appointment, if the staff member has not been redeployed or converted to a continuing position, the staff member will return to the redeployment process.

39.11.1 **Salary Maintenance**

The overriding aim will be to find a suitable position at an equivalent salary level. When a staff member agrees to be redeployed to new duties for which the prescribed rate of pay is lower than the redundant position, the pre-existing higher salary will be maintained for a period of 6 months.

The original Element is responsible for the salary maintenance component during this period. Any increment that falls due within this period will be paid.

At the conclusion of this salary maintenance period, the staff member will be paid at the top increment of the lower level.

39.11.2 **Redeployment Process**

Where a staff member chooses redeployment, the following process will occur:

- OHRM will interview the staff member to ascertain career interests/aspirations, experience/skills, knowledge and training needs.
- OHRM will assist in developing a Curriculum Vitae, letter of application and in preparing for interviews.
- OHRM will monitor potential vacancies and keep a record of all staff members to be redeployed. Staff being considered for redeployment will be informed of potential vacancies and provided with details including position descriptions and selection criteria.

Where a staff member is being considered for a vacant position and satisfies the essential selection criteria, or would do so with reasonable training, the Chair of the Selection Committee, in conjunction with OHRM, will interview the staff member prior to any advertisement being placed.

In the case where there are two or more staff members to be considered for redeployment to one position, the merit principle will apply.

Should the interview process confirm that the staff member satisfies the essential selection criteria or would, with reasonable training (normally 6 months), redeployment will be effected at the earliest possible mutually acceptable date for all parties. The necessary training will be carried out by the University in paid time and any associate course costs paid by the University.

If the staff member is not considered suitable for the vacant position the area with the vacancy will be required to discuss with the Director, OHRM why the staff member does not meet the requirements of the position. Where the Director, OHRM is satisfied with the decision, the staff member may then be given feedback by the Chair of the Selection Committee or the supervisor.

Where there is disagreement on whether the staff member is considered as a suitable
appointee, the Deputy Vice Chancellor (Academic) is the authorised arbiter.

39.11.3 Relocation costs
Where applicable, a staff member will, subject to the requirements and provisions of the University's Relocation Policy, be entitled to all reasonable expenses associated with moving a household to a new location in the event of redeployment. The relocation expenses will be met by the original Element.

39.12 Re-employment
Staff members who accept voluntary redundancy or are retrenched from the University, are ineligible for re-employment to a casual, fixed term or continuing position for a period of 12 months from the date of separation unless otherwise approved by the Director, OHRM.

39.13 Review Process
39.13.1 A staff member who elects to seek a review of the process leading to the identification of a position as surplus may only make an application on the grounds that the University failed to follow the procedures in this clause, or the University failed to follow principles of natural justice in reaching a decision.

39.13.2 The Deputy Vice Chancellor (Academic) shall establish a Redundancy Review Committee within 7 working days of receipt of the staff member's request. The Committee will comprise:

• A person to chair the Committee appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU;
• A staff member nominated by the Deputy Vice Chancellor (Academic);
• A staff member nominated by the NTEU after consultation with the affected staff member.

39.13.3 The Committee is to report to the Deputy Vice Chancellor (Academic) and staff member on:

• whether the staff member’s position was genuinely redundant;
• whether objective and non-discriminatory criteria were used to select staff to be identified as excess staff members;
• whether the University has followed all the procedures in this clause in identifying the staff member’s position as surplus.

39.13.4 The Committee will provide an opportunity for the staff member and their nominated representative to be interviewed by it and will afford the opportunity for the staff member to put their case that fair process was not observed up to the point of the decision of the Deputy Vice Chancellor (Academic) to advise the staff member that they were excess to required staff numbers.

39.13.5 The Committee will make a report to the Deputy Vice Chancellor (Academic) and the staff member within 3 weeks of its establishment.

39.13.6 The Deputy Vice Chancellor (Academic) will consider the report and any recommendations of the Committee. The decision of the Deputy Vice Chancellor (Academic) will be final.

39.13.7 Where the outcome of the review process is that the staff member’s position remains redundant, then the staff member will receive the benefits in subclause 39.9.3 less salary received during the review period.

PART 7 – DISCIPLINARY AND OTHER MATTERS

40. DEALING WITH MISCONDUCT OR SERIOUS MISCONDUCT

40.1 Preliminary Procedures for considering Misconduct or Serious Misconduct

40.1.1 Disciplinary action against a staff member for misconduct or serious misconduct shall only be taken under the terms of this clause. Disciplinary action should be used as a last resort. Where practical and appropriate, every effort must be made to resolve instances of possible misconduct through guidance, counselling or other appropriate action.
including academic staff development or work allocation before a report of possible misconduct or serious misconduct is submitted to the Deputy Vice Chancellor (Academic). A staff member who is subject to an allegation of misconduct or serious misconduct may choose to be represented at any meeting in relation to that allegation by a nominated representative.

40.1.2 Where it is not appropriate for an allegation of misconduct or serious misconduct to be resolved in accordance with the above subclause, the matter will be referred to the Deputy Vice Chancellor (Academic) through a written report. The report will provide information about the nature and details of the alleged misconduct or serious misconduct and what steps were taken to attempt to resolve the issue, or, if relevant, why it was not appropriate to resolve the alleged behaviour in accordance with the subclause above.

40.1.3 The Deputy Vice Chancellor (Academic) will initially consider whether the alleged behaviour is serious and warrants further investigation. For the purpose of exercising his/her discretion, the Deputy Vice Chancellor (Academic) may conduct or initiate a preliminary investigation. The guiding principles of such an investigation will be the desire to determine the facts and the desire to ensure procedural fairness to the staff member. This preliminary investigation will not normally take more than 15 days.

40.1.4 Should the Deputy Vice Chancellor (Academic) decide to initiate a preliminary investigation, he/she may decide to appoint one or more investigator/s to undertake this investigation that the Deputy Vice Chancellor (Academic) regards as having the relevant skills and expertise to undertake the investigation. Prior to appointing the investigator/s, the Deputy Vice Chancellor (Academic) will consult with the NTEU with regard to the appointment.

40.1.5 The investigator/s may conduct such further inquiries, as the investigator/s considers appropriate. The investigator/s will determine their procedure for conducting the inquiries and will outline those procedures to the staff member concerned.

40.1.6 As part of the preliminary investigation, the investigator/s will meet with the staff member to discuss the misconduct report with respect to the alleged behaviour. Prior to this meeting, the investigator/s will provide the staff member with a copy of the misconduct report and any evidence that has been presented to substantiate the claims and give the staff member an opportunity to consider and respond to this. Refusal by the staff member to attend such a meeting will not prevent the investigator/s from completing the investigation and providing a report to the Deputy Vice Chancellor (Academic).

40.1.7 The investigator/s will provide the Deputy Vice Chancellor (Academic) with a report on the preliminary investigation. The report will include:

- a statement of preliminary finding in relation to the alleged behaviour as initially presented in the misconduct report and reasons for that finding, including an outline of any evidence and documents relied upon; and
- if appropriate, a statement of any mitigating factors which should be considered in relation to the alleged behaviour.

40.1.8 Should the Deputy Vice Chancellor (Academic), after reviewing the preliminary investigation and any supporting material, determine there is no case of misconduct or serious misconduct to answer, then the matter will cease and the staff member will be notified in writing.

40.2 Procedures for Dealing with Allegations of Misconduct or Serious Misconduct

40.2.1 Upon consideration of the misconduct report and any preliminary investigation report and supporting evidence, should the Deputy Vice Chancellor (Academic) consider that there may be a possible case of misconduct or serious misconduct that should be further investigated, the Deputy Vice Chancellor (Academic) will:

- notify the staff member in writing, setting out the allegation(s);
- include sufficient detail to enable the staff member to understand the nature of the allegation(s), and to properly consider and respond to them; and
- require the staff member to submit a written response within 10 working days of receipt of the notification.
40.2.2 At the time the allegation(s) is made, the Deputy Vice Chancellor (Academic) may suspend the staff member on full pay or without pay if she/he is of the view that the alleged conduct amounts to serious misconduct of such a nature that it would be unreasonable to require the University to continue employment during a period of notice, provided that:

- where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member will continue to receive a salary for the period of leave of absence;
- the staff member may engage in external paid employment or draw on any recreation leave or eligible long service leave credits during the suspension without pay period;
- the Deputy Vice Chancellor (Academic) may at any time direct that salary be paid on the grounds of hardship;
- where suspension without pay has been imposed and the subsequent decision of the Deputy Vice Chancellor (Academic), after considering the Misconduct Panel’s recommendation, is that the suspension without pay is harsh, then the staff member will be reimbursed for any or part of the lost income;
- at any time during the proceedings the Panel may make a recommendation in relation to the Deputy Vice Chancellor’s decision on suspension without pay;
- during any period of suspension the staff member may be excluded from the University, provided that the staff member will be permitted reasonable access for the preparation of the staff member’s case and to collect personal property;

40.2.3 If the staff member admits the allegations in full and the Deputy Vice Chancellor (Academic) is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice Chancellor (Academic) will determine disciplinary action of the type described in clause 4.2.5 and considered commensurate with the level of misconduct or serious misconduct. The Deputy Vice Chancellor (Academic) will advise the staff member in writing of the decision and the operative date of the disciplinary action.

40.2.4 If the allegation is denied in part or in full, the Deputy Vice Chancellor (Academic) shall give due consideration to the response of the staff member and undertake 1 of the following actions:

- refer the matter to a Misconduct Panel; or
- advise the staff member in writing that it is the view of the Deputy Vice Chancellor that there has been no misconduct or serious misconduct, and will, if agreed, publish the advice in an appropriate manner; or
- counsel or censure the staff member and take no further action.

40.2.5 If the staff member has not responded to the allegations within the designated time period the Deputy Vice Chancellor (Academic) shall refer the matter to a Misconduct Panel.

40.3 Misconduct Panel – Establishment and Procedures

40.3.1 The Misconduct Panel shall comprise:

- a person to chair the panel appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU.
- a staff member nominated by the Deputy Vice Chancellor (Academic).
- a staff member nominated by the NTEU, after consultation with the affected staff member.

The Panel will normally be established within 20 working days. The Misconduct Panel will report its findings to the Deputy Vice Chancellor (Academic) and the staff member within 20 working days of the matter being referred to the Chair. If the Misconduct Panel is not able to report its findings within the timeframe referred to above, it must make an application to the Deputy Vice Chancellor (Academic) for an extension of time, putting forward the grounds for the extension and outlining the timeframe in which it will reach a conclusion.

In the event that the Deputy Vice Chancellor (Academic) declines the request for an extension of time, the Panel will have 7 working days to conclude its deliberations and
deliver the Deputy Vice Chancellor (Academic) a report based on its findings to date.

40.3.2 The Misconduct Panel is to report to the Deputy Vice Chancellor (Academic) on whether in its opinion:

- misconduct or serious misconduct has occurred;
- the procedures of the Agreement have been followed;
- there are any mitigating circumstances not already raised for consideration by the Deputy Vice Chancellor (Academic).

If the Panel considers that misconduct or serious misconduct has occurred, it may recommend disciplinary action commensurate with the level of misconduct or serious misconduct, taking into account any mitigating circumstances.

40.3.3 The staff member is entitled to be represented at a Misconduct Panel by their nominated representative. Also, the Deputy Vice Chancellor (Academic), where he/she so chooses, is entitled to be represented at a Misconduct Panel by a staff member of the University or an officer of an employer association. Neither the Deputy Vice Chancellor (Academic) nor the staff member can be represented by a currently practising solicitor or barrister.

40.3.4 A Misconduct Panel will have regard to the principles of natural justice at all times and review any preliminary investigation report, any response already made by the staff member and any associated evidence/depositions gathered to date. Furthermore the Panel will provide an opportunity for the staff member to be interviewed and ensure that the staff member has adequate opportunity to answer the allegations of misconduct or serious misconduct and take into account any further materials and/or interview any person believed to be appropriate to establish the merits or facts of the case. All interviews will take place in the presence of the staff member and, where the staff member chooses, their nominated representative, and the Deputy Vice Chancellor (Academic) or their representative. The Panel will also ensure that where a staff member chooses to be represented by a nominated representative that the nominated representative and the University representative have the right to ask questions of interviewees, make submissions and to present and challenge evidence.

40.3.5 The Panel may proceed where the staff member fails to make her/himself available having been given appropriate and adequate advice and notice.

40.3.6 The proceedings of the Misconduct Panel will be held in camera and a taped record of the proceedings will be kept. Such record will be made available to the Deputy Vice Chancellor (Academic) and the staff member on request.

40.4 Decision Process

The Deputy Vice Chancellor (Academic) will consider the report of the Misconduct Panel. Where the Misconduct Panel considers that misconduct or serious misconduct has occurred the Deputy Vice Chancellor will either:

- endorse the recommended disciplinary action; or
- recommend another form of disciplinary action of the type described in subclause 4.2.5; or
- recommend the case be dismissed.

The Deputy Vice Chancellor (Academic) will forward any report of the preliminary investigation, the report and recommendation of the Misconduct Panel and the Deputy Vice Chancellor’s own recommendation to the Vice Chancellor for the final review and decision as to the outcome and any disciplinary action.

The University may terminate without notice the employment of a staff member found to have engaged in serious misconduct of such a nature that it would be unreasonable to require the University to continue employment during the notice period. In order for such a finding to be made the University must have followed the procedures outlined in subclauses 40.1 to 40.4.

41. MANAGING ILL-HEALTH

41.1 Managing Concerns of Ill-Health
41.1.1 In the course of employment, a staff member may become injured or ill. The spectrum of ill health cases may or may not be related to the staff member’s employment and may range from a simple short term illness to an incapacity or disability which is likely to be permanent and prevent the staff member from undertaking the requirements of the contract of employment.

41.1.2 The Vice Chancellor may direct a staff member to undertake an independent medical assessment by a University appointed registered medical practitioner where the capacity of the staff member to perform his or her duties is in doubt.

41.1.3 Where the Vice Chancellor directs a staff member to undertake a medical examination it will be at no cost to the staff member.

41.1.4 The University appointed registered medical practitioner may request the services of certain registered health practitioners (including but not limited to physiotherapists, occupational therapists, psychologists) when conducting a medical assessment of a staff member’s capacity to work.

41.1.5 The Vice Chancellor will provide a staff member with written notice of not less than 2 months that a medical examination is required. Cultural, religious and gender issues will be taken into account when choosing a registered medical practitioner. However, this does not limit the University’s ability to choose the registered medical practitioner to undertake the medical assessment. Where this action is being taken, the staff member will be given reasonable notice and advised in writing of:

- the reasons why the assessment is being undertaken;
- the purpose of the medical assessment;
- the role of the registered medical practitioner; and
- advice on the staff member’s options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund; and

  - the possible outcomes following the medical assessment, which could include one or more of the following:
    i) reasonable reassignment of duties;
    ii) reasonable workplace adjustments;
    iii) rehabilitation;
    iv) redeployment where practicable into a position at the same or lower level;
    v) termination of employment (not an option for fixed term appointments).

41.1.6 A copy of the registered medical practitioner’s report will be made available to the Vice Chancellor and to the staff member.

41.1.7 Should the outcome of the medical assessment be any of those listed in subclause 41.1.5 (i) to (v), then the University and staff member will proceed in accordance with the University's rehabilitation and redeployment procedures and any relevant legislative requirements.

41.2 Superannuation Applications

41.2.1 At any time during the notice period of the requirement for the staff member to undergo a medical examination, a staff member may apply to the relevant superannuation fund for a permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund. Should this occur, the requirement of the University requested medical examination will lapse, subject to subclause 41.2.5.

41.2.2 The staff member must notify the University of their intention to apply to the relevant superannuation fund. The University may request the relevant superannuation fund, as part of the assessment of the application, to carry out a full medical examination including but not limited to psychological examination.

41.2.3 Pending the superannuation fund’s decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will be granted sick leave without pay.

41.2.4 Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund’s instructions for payment.
41.2.5 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work, the Vice Chancellor may dispute this decision and proceed in accordance with the procedures commencing in subclause 41.1.2 without further recourse to the provisions of subclause 41.2.1.

41.3 Termination on Grounds of Ill-Health

41.3.1 Where the superannuation fund decides that the staff member is unable to perform the duties required of their employment and is unlikely to be able to do so within a reasonable period and therefore approves a permanent disability benefit, the University will commence termination of employment in accordance with the provisions of this clause, with the determination of the superannuation fund being viewed in the same manner as the medical examination result described in subclause 41.3.2.

41.3.2 If the medical examination reveals that the staff member is unable to perform the duties required of their employment and is unlikely to be able to do so, within a reasonable period, being not less than 12 months, the Vice Chancellor may, subject to clause 41.4, terminate the employment of the staff member with 6 month’s notice. Prior to taking action to terminate the employment of a staff member, the relevant delegated authority will offer the staff member the opportunity to resign or retire and, if such a resignation or notice of retirement is forthcoming, the University will accept it and not proceed with any action to terminate employment.

41.3.3 These provisions shall not displace or override any current, relevant worker’s compensation schemes or awards, or the provisions contained in any worker’s compensation legislation that may be enacted.

41.3.4 Failure or refusal by a staff member to agree to attend an appointment to undergo a medical assessment or to cooperate fully at that assessment, as requested by the Vice Chancellor within 2 months of a written notification to do so, will be taken as prima facie evidence that such a medical assessment would have found that the staff member would have been unable to perform their duties and would have been unlikely to resume those duties in a reasonable period. In that case action may be taken in accordance with this clause, provided that such refusal by the staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

41.4 Review

41.4.1 Within 10 working days of receiving notice of termination under subclause 41.3.2, the staff member or their nominated representative may request that a Medical Panel review the findings of the medical report.

41.4.2 The Medical Panel will comprise 3 medical practitioners:

- 1 appointed by the University;
- 1 appointed by the staff member or their nominated representative; and
- 1 appointed by the President of the State Branch of the Australian Medical Association.

41.4.3 The Medical Panel must not include the practitioner who made the initial report.

41.4.4 In reviewing the findings in the medical report and making an assessment as to whether or not the staff member is able to perform the duties required of their employment or is likely to do so within a reasonable period, the Medical Panel will as far as possible apply the same standards that would be used by the staff member’s superannuation scheme in granting permanent disablement or other similar benefit.

41.4.5 Having requested a Medical Panel Review, the staff member’s employment will not be terminated unless the Medical Panel’s findings support the initial medical examination report.

42. PROMOTION

Promotion will be done in accordance with this clause and the University Promotion of Academic Staff Policy and Procedures. These Policy and Procedures will not be changed without consultation with staff and the NTEU.
The ability to attract and retain key academic staff is one of the important components of the University's ability to achieve the strategic goals it has set for the future. The promotion process will be transparent and consistently robust based upon meritorious performance in areas of research, teaching and service and will seek to recognise and reward academic work according to its quality and impact.

Promotion rounds for academic staff will be conducted annually.

42.1 Eligibility

All continuing, continuing on probation and fixed term contract staff are eligible to apply for promotion, with the following exceptions:

- A staff member on leave without salary for a period in excess of 12 months.
- A staff member who has served in their current appointment for less than 2 years prior to applying for promotion. In exceptional circumstances this may be waived, in the case of Associate Lecturer to Associate Professor levels, by the Deputy Vice Chancellor (Academic), or in the case of Professor level by the Vice Chancellor.
- A staff member who has been unsuccessful in an application for promotion is excluded from reapplying for promotion for a period of two years. In exceptional circumstances this may be waived, in the case of Associate Lecturer to Associate Professor levels, by the Deputy Vice Chancellor (Academic), or in the case of Professor level by the Vice Chancellor.
- A staff member who has resigned or has submitted notice of resignation.
- A staff member whose performance is found to be unsatisfactory by the relevant Staff Committee in any area.

42.2 Role of the Supervisor and Dean

Before submitting an application for promotion, the staff member must discuss their draft application with their supervisor. Staff members applying for promotion to Associate Professor and Professor level must also discuss their application with their Dean.

The supervisor (and where relevant, the Dean) will provide the staff member with a written report, based on the staff member's final application, which makes a recommendation on the suitability of the staff member for promotion. The staff member must submit this report with their application.

The Dean’s report must provide clear and explicit recommendations to the Senior Promotions Committee on the strength of the application for promotion to Associate Professor and Professor.

The staff member has the option of submitting a response to the supervisor and where relevant, the Dean if they wish.

42.3 Promotions Committee

A Group Promotions Committee will consider applications for promotion up to and including Senior Lecturer. Senior Promotions Committee will consider applications for promotion to Associate Professor and Professor.

In considering appointments to both Promotions Committees, the University will have due regard for gender balance.

A quorum for a Promotions Committee will consist of 50% membership plus 1. The Promotions Committee memberships are as follows:

- Promotion to Lecturer and Senior Lecturer

Applications are assessed and recommended by the Group Promotions Committee to PVC. The Group Promotions Committee consists of:

- Dean (Chair);
- 2 senior academic staff from the Group (Dean, Portfolio Dean or Head);
- elected staff member at Level C or above;
- 1 staff member at Level C or above, nominated by the NTEU;
- 1 member appointed by the PVC (optional); and
• PVC has right of participation
An external member is a senior academic from another University, appointed by the relevant Pro Vice Chancellor.

Promotion to Associate Professor and Professor
Applications are assessed and approved by Senior Promotions Committee. The Senior Promotions Committee consists of:
• Vice Chancellor (for Level E only)
• Deputy Vice Chancellors
• Academic Group PVC’s
• A professor elected by the professoriate
Any Promotions Committee may also agree on any additional co-opted members to the Committee where appropriate.
All Promotions Committees will conduct annual reviews of process to ensure consistency and continuous improvement and will monitor equity outcomes.

42.4 Assessment/Decision
When assessing applicants for promotion, the relevant Promotions Committee will have regard to the relevant criteria, contained in the Promotion of Academic Staff Policy and Procedures. The criteria will be applied with due recognition to:
• the staff member’s agreed academic areas of emphasis
• the level of appointment
• the professional, disciplinary, cultural and gender expectations placed on the staff member; and
• the conditions of appointment and particular academic environments encountered by the staff member.
Non-traditional patterns of achievement, such as may be demonstrated by women, Australian Aboriginal and Torres Strait First Peoples, people with disabilities and people from non-English speaking backgrounds will be taken into account. Particular consideration will be given to the impact that career breaks and part time employment have had on applicants with carer responsibilities, and accomplishments determined relative to opportunities provided, rather than solely on a quantitative basis.
Work in progress will only be taken into account when it can be objectively assessed by internal and external referees. The effective date of promotion is 1 January of the year following the date of notification for commencement of the promotion round.
A staff member who is promoted while still on probation will have all further reviews conducted at the level to which they are promoted, from the date of promotion.
Staff members may lodge an appeal, on the basis of process only in accordance with the University Procedure Appeals on Non-Promotion - Academic Staff. This procedure will not be changed without prior consultation with staff and the NTEU.
The Appeal Panel will consist of:
• a person to chair the committee appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU.
• a staff member nominated by the Deputy Vice Chancellor.
• a staff member nominated by the NTEU after consultation with the affected staff member.

43. WORKPLACE BULLYING
Workplace harassment, or bullying, is defined as the repeated less favourable treatment of a person by another or others in the workplace which may be considered unreasonable and inappropriate workplace practice. It includes behaviour that intimidates, offends, degrades or humiliates.
It is recognised that workplace bullying can have a damaging effect on staff, both personally and professionally, and can have a detrimental effect on the workplace and the University as a
whole. The University and staff are committed to work together to eliminate any such inappropriate behaviour within the University. Complaints of workplace harassment or bullying can be resolved through the Policy and Procedures for Resolution of Staff and Student Complaints of Harassment, Bullying and Discrimination. This Policy and Procedures will not be changed without prior consultation with staff and the NTEU.

44. WORKING OVERSEAS

44.1 A staff member shall at all time have the right not to undertake employment overseas if this is not a requirement of their position or contract of employment.

44.2 Where a staff member agrees to undertake overseas employment, such employment shall be included as part of the staff member's normal work allocation.

44.3 Work arrangements for overseas employment will be advised to the staff member prior to departure having regard to the work to be undertaken. This will include agreed consideration of variations to hours of work where appropriate.

44.4 A staff member shall have the right to withdraw with reasonable notice from overseas employment without disadvantage where it is established that there are reasonable concerns regarding personal safety or work environment.

44.4 The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for a staff member undertaking overseas employment.

45. UNION RECOGNITION, ROLE AND RESOURCES

45.1 The University recognises the contribution of effective Union organisation to productive workplace relations and that Unions are legitimate representatives of staff members at the University. A staff member is entitled to have Union representation in relation to any matter which may arise in the course of their employment.

45.2 The University will not discriminate against or prejudice a staff member in their employment because of their Union membership, Union activity or in their role as a delegate or representative.

45.3 Union Recognition and Resources

The University will provide the following to the NTEU:

- shared access to an appropriately equipped office for the use of the Unions;
- access to common area general purpose notice boards;
- deduction of union dues from salary at a rate or amount advised under the Unions’ rules where this has been authorised by the employee;
- subject to complying with relevant University guidelines, access to electronic mail, internal mail systems for the distribution of union material;
- to provide new staff, at the point of offering employment, the names and addresses of the Unions to which the staff member may make application to join;
- availability of Union web site links on the new staff web page.

45.4 Union Meetings

Staff members covered by this Agreement may attend up to 4 Union meetings per calendar year conducted by Unions, at which staff will be allowed to be absent from duty without loss of salary for 1 hour and 15 minutes on each occasion, that is, when taken in conjunction with a lunch break, a 2 hour meeting without loss of salary is possible. This provision is subject to the relevant Union providing reasonable notice of an intention to call such a meeting.

45.5 Union Delegates and Representatives

The University recognises that some staff members have Union representative roles, such as Union officials, delegates and representatives. The University shall actively support staff in carrying out these functions, and will provide reasonable time off during working hours for the conduct of Union business.

Union delegates and representatives will be provided with time off during normal working hours to attend 1 delegate or representative meeting per month for 1 hour and 15 minutes
on each occasion. If such a meeting takes place in conjunction with a lunch break then a 2 hour meeting without loss of salary is possible. Reasonable travel time will be allowed. This commitment is subject to the relevant Unions providing the University with a list of the names of staff Union representatives and such named representatives providing their relevant supervisor with reasonable notice of their attendance at such meetings. The University will notify supervisors of recognised staff Union representatives of its commitment to facilitating Union involvement under this clause.

46. **INDIVIDUAL GRIEVANCE RESOLUTION PROCEDURE**

Individual grievance resolution will be carried out in accordance with the Individual Grievance Resolution Procedure. This Procedure will not be changed without consultation with staff and the NTEU.

47. **INTELLECTUAL AND ACADEMIC FREEDOM**

47.1 Academic staff members, as employees of the University, have the right to:

- pursue critical and open inquiry;
- participate in public debates and express opinions about issues and ideas related to their academic and professional areas, about higher education issues as they affect their institution and about higher education issues more generally;
- participate in decision making structures and processes within the University;
- participate in professional and representative bodies without fear of harassment or intimidation;
- teach, promote learning, assess and develop curricula;
- undertake research and produce publications; and
- engage in community service without fear of harassment, intimidation or unfair treatment.

47.2 Academic staff members have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify or intimidate.

47.3 These rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely; and as institutions which must be accountable for their expenditure of public money.

47.4 Any alleged limitation of these rights can be raised, in the first instance, through the University Individual Grievance Resolution Procedure.

48. **UNIVERSITY POLICY AND PROCEDURE**

Negotiated terms and conditions of employment for academic staff are outlined in this Agreement. Policies and Procedures for these and other conditions and benefits affecting employment are contained in the Griffith University Policy Library and may, subject to the following paragraph, be changed from time to time by the University. These policies and procedures do not form part of this Agreement.

No substantive changes will be made to the following University policies and procedures without prior consultation with staff and the NTEU:

- Relocation
- Code of Conduct
- Workplace Rehabilitation
- Consultancy and Commercial Research
- Private Practice
- Intellectual Property
49. SIGNATORIES TO THE AGREEMENT

Signed for Griffith University:

Ian O'Connor
Vice Chancellor & President
Griffith University
170 Kessels Road, Nathan Qld 4111
78 196 684 461

John Greedy
Griffith University
170 Kessels Road, Nathan Qld 4111
Signature for National Tertiary Education Union: 
Signed for National Tertiary Education Union: 
Full name: Matthew McGowan 
Position: National Assistant Secretary 
Address: Level 1, 120 Clarendon Street, South Melbourne

ABN: 36 579 396 344
Witness Signature: 
Full name: Renee Veal 
Address: Level 1, 120 Clarendon Street, South Melbourne
Schedule 1

Position Classification Standards (PCSS) for Academic Staff

The following position classification standards cover all staff member positions classified at Academic Level A, B, C, D or E. The work of positions within this group involves the application of an appropriate level of skill, knowledge and experience necessary to undertake the role and function of teaching or training. The range and level of function undertaken will vary between levels according to the degree of skill, responsibility and knowledge involved.

LEVEL A

General standard
An Academic Level A staff member is expected to make contributions to the teaching effort of the University, particularly at undergraduate and graduate diploma level and to carry out activities to develop the staff member's scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific duties
Specific duties required of an Academic Level A staff member may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- the preparation and delivery of lectures and seminars provided that their skills and experience demonstrate this capacity.
- the conduct of research.
- involvement in professional activity.
- consultation with students.
- marking and assessment primarily connected with courses in which the staff member teaches.
- production of teaching materials for students for whom the staff member has responsibility.
- development of course material with appropriate guidance from the program coordinator.
- limited administrative functions primarily connected with courses in which the staff member teaches.
- acting as course coordinators provided that their skills and experience demonstrate this capacity.
- attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

An Academic Level A staff member will not be required to teach primarily in courses which are offered only at Masters level or above.

An Academic Level A staff member will work with support and direction from a staff member classified at Level B and above and with an increasing degree of autonomy as the staff member gains in skill and experience.

The most complex levels of course coordination should not be carried out by an Academic Level A staff member.

Skill base
An Academic Level A staff member will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a 3 year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL B

General standard
An Academic Level B staff member is expected to make contributions to the teaching effort of the University and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.
Specific duties

- Specific duties required of an Academic Level B staff member may include:
  - the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
  - initiation and development of course material.
  - acting as course coordinators.
  - the preparation and delivery of lectures and seminars.
  - supervision of the program of study of honours students or of postgraduate students engaged in coursework.
  - supervision of major honours or postgraduate research projects.
  - the conduct of research.
  - involvement in professional activity.
  - development of course material with appropriate advice from and support of a more senior staff member.
  - marking and assessment.
  - consultation with students.
  - a range of administrative functions the majority of which are connected with the courses in which the staff member teaches.
  - attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill base

An Academic Level B staff member will have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification of equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL C

General Standard

An Academic Level C staff member is expected to make significant contributions to the teaching effort of a department, school, faculty or other organisational unit or an interdisciplinary area. A staff member at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of an Academic Level C staff member may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- initiation and development of course material.
- program coordination.
- the preparation and delivery of lectures and seminars.
- supervision of major honours or postgraduate research projects.
- supervision of the program of study of honours students or of postgraduate students engaged in coursework.
- the conduct of research.
- significant role in research projects including, where appropriate, leadership of a research team.
- involvement in professional activity.
- consultation with students.
- broad administrative functions.
- marking and assessment.
- attendance at departmental and/or faculty meetings and a major role in planning or committee work.
Skill base

An Academic Level C staff member will normally have advance qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D

General standard

An Academic Level D staff member is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Specific duties

Specific duties required of an Academic Level D staff member may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- the development of and responsibility for curriculum/programs of study.
- program coordination.
- the preparation and delivery of lectures and seminars.
- supervision of major honours or postgraduate research projects.
- supervision of the program of study of honours students or of postgraduate students engaged in course work.
- the conduct of research, including, where appropriate, leadership of a large research team.
- significant contribution to the profession, and/or discipline.
- consultation with students.
- marking and assessment.
- attendance at departmental and faculty meetings and a major role in planning or committee work.

Skill base

An Academic Level D staff member will normally have the same skill base as an Academic Level C staff member. In addition there is a requirement for staff member excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E

General standard

An Academic Level E staff member is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the staff member’s discipline within the department or other comparable organisational unit, within the University and within the community, both scholarly and general.

Specific duties

Specific duties required of an Academic Level E staff member may include:

- provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- the conduct of research.
- fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- development of research policy.
- supervision of the program of study of honours students or of postgraduate students engaged in course work.
- supervision of major honours or postgraduate research projects.
- making a distinguished personal contribution to teaching at all levels.
• the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
• the preparation and delivery of lectures and seminars.
• consultation with students.
• marking and assessment.
• playing an active role in the maintenance of staff member standards and in the development of educational policy and of curriculum areas within the discipline.
• developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the University.
• participation in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill base
An Academic Level E staff member will have the same skill base as an Academic Level D staff member but will be recognised as a leading authority in the relevant discipline area.
Schedule 2  Minimum Standards for Academic Levels - Research Academic Staff (inclusive of creative disciplines)

Level A
A Level A Research Academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team, and will normally hold a relevant higher degree.

A Level A Research Academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the Research Academic gains skills and experience. A Level A Research Academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. She/he will undertake administration primarily relating to her/ his activities at the institution.

Level B
A Level B Research Academic will normally have experience in research or scholarly activities which have resulted in publications in refereed journals or other demonstrated scholarly activities.

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

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

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

A Level C Research Academic will provide leadership in research, including research training and supervision.

Level D
A Level D Research Academic will make major original and innovative contributions to her/his field of study or research, which are recognised as outstanding nationally or internationally.

A Level D Research Academic will play an outstanding role within her/his institution, discipline and/or profession in fostering the research activities of others, and in research training.

Level E
A Level E Research Academic will typically have achieved international recognition through original, innovative and distinguished contributions to her/his field of research, which is demonstrated by sustained and distinguished performance.

A Level E Research Academic will provide leadership in his or her field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. She/he will foster excellence in research, research policy and research training.
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<td>69,699.22</td>
</tr>
<tr>
<td></td>
<td>66,392.88</td>
<td>67,056.81</td>
<td>69,068.51</td>
<td>71,140.57</td>
<td>73,274.78</td>
</tr>
<tr>
<td></td>
<td>69,024.54</td>
<td>69,714.79</td>
<td>71,806.23</td>
<td>73,960.42</td>
<td>76,179.23</td>
</tr>
<tr>
<td></td>
<td>71,654.52</td>
<td>72,371.07</td>
<td>74,542.20</td>
<td>76,778.46</td>
<td>79,081.82</td>
</tr>
<tr>
<td></td>
<td>74,287.87</td>
<td>75,030.74</td>
<td>77,281.67</td>
<td>79,600.12</td>
<td>81,988.12</td>
</tr>
</tbody>
</table>
Casual Research Only Appointments
The base rate applicable to casual research only appointment is calculated by using the first step of the relevant Level, except where a casual Research Fellow 1 who upon or during appointment gains a relevant PhD qualification shall be paid no lower than point Level 4 on the salary scale. Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in sub clause 12.4.1.

<table>
<thead>
<tr>
<th>Casual Research Only</th>
<th>Salary Plan code</th>
<th>Jan-13</th>
<th>Dec-13</th>
<th>Jan-14</th>
<th>Jan-15</th>
<th>Jan-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual Research Fellow Grade 1</td>
<td>CRE1.1</td>
<td>40.48</td>
<td>40.89</td>
<td>42.11</td>
<td>43.38</td>
<td>44.68</td>
</tr>
<tr>
<td>Casual Research Fellow (PhD)</td>
<td>CRE1.2</td>
<td>45.93</td>
<td>46.39</td>
<td>47.78</td>
<td>49.22</td>
<td>50.69</td>
</tr>
<tr>
<td>Casual Research Fellow 2</td>
<td>CRF</td>
<td>51.90</td>
<td>52.42</td>
<td>53.99</td>
<td>55.61</td>
<td>57.28</td>
</tr>
<tr>
<td>Casual Senior Research Fellow</td>
<td>CSR</td>
<td>63.58</td>
<td>64.21</td>
<td>66.14</td>
<td>68.12</td>
<td>70.17</td>
</tr>
<tr>
<td>Casual Principal Research Fellow</td>
<td>CPR</td>
<td>76.55</td>
<td>77.32</td>
<td>79.64</td>
<td>82.03</td>
<td>84.49</td>
</tr>
</tbody>
</table>

Casual Academic Salary Rates
Casual academic salary rates are rates for academic staff employed on a casual basis. They are based on the following formulae:

1. Base Rate: Lecturing rate and higher marking

Calculated using the second step of the full time Level B scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in subclause 12.4.1.

2. Base Rate: Performance of other duties involving full subject coordination or where the employee possesses a relevant doctoral qualification

Calculated using the sixth step of the full time level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in subclause 12.4.1.

3. Base Rate: applicable to all other duties

Calculated using the second step of the full time Level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in subclause 12.4.1. For the purposes of this Agreement the terms “lecture” and “tutorial” mean any education delivery described as such in a course of unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.

Lecturing
A casual academic required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and directly associated duties in the nature of preparation and student consultation shall be paid at a rate for each hour of lecture delivered, according to the following:

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</thead>
<tbody>
<tr>
<td>Specialised 1 hr delivery + 4 hrs assoc work time = 5 base rate lecturing.</td>
<td>SL1</td>
<td>269.24</td>
<td>271.93</td>
<td>280.09</td>
<td>288.49</td>
<td>297.15</td>
</tr>
<tr>
<td>Developed 1 hr delivery + 3 hrs assoc work time = 4 x base rate for lecturing.</td>
<td>SL2</td>
<td>215.39</td>
<td>217.54</td>
<td>224.07</td>
<td>230.79</td>
<td>237.72</td>
</tr>
<tr>
<td>Basic 1 hr delivery + 2 hrs assoc work time = 3 x base rate for lecturing</td>
<td>SL3</td>
<td>161.55</td>
<td>163.17</td>
<td>168.06</td>
<td>173.10</td>
<td>178.30</td>
</tr>
<tr>
<td>Repeat – 1 hr delivery + 1 hr assoc work time = 2 x base rate for lecturing.</td>
<td>SLR</td>
<td>107.70</td>
<td>108.78</td>
<td>112.04</td>
<td>115.40</td>
<td>118.86</td>
</tr>
</tbody>
</table>

NOTE: The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially...
the same lecture in the same course matter within a period of 7 days.

**Tutoring**
A casual academic required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and directly associated duties in the nature of preparation and student consultation, shall be paid at a rate for each hour of tutorial delivered or presented, according to the following:

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<tbody>
<tr>
<td>1 hr delivery and 2 hrs associated working time + full course coordination or relevant doctoral qualification = 3 x base rate “applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification”.</td>
<td>ST1</td>
<td>137.80</td>
<td>139.18</td>
<td>143.35</td>
<td>147.65</td>
<td>152.08</td>
</tr>
<tr>
<td>1 hr delivery and 2 hrs associated working time = 3 x base rate “applicable to all other duties”</td>
<td>ST2</td>
<td>115.22</td>
<td>116.37</td>
<td>119.86</td>
<td>123.46</td>
<td>127.16</td>
</tr>
<tr>
<td>Repeat – 1 hr delivery + 1 hr assoc work time + full course coordination or relevant doctoral qualification = 2 x base rate “applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification.</td>
<td>SR1</td>
<td>91.86</td>
<td>92.78</td>
<td>95.56</td>
<td>98.43</td>
<td>101.38</td>
</tr>
<tr>
<td>Repeat – 1 hr delivery + 1 hr assoc work time = 2 x base rate “ applicable to all other duties”.</td>
<td>SR2</td>
<td>76.82</td>
<td>77.59</td>
<td>79.92</td>
<td>82.31</td>
<td>84.78</td>
</tr>
</tbody>
</table>

**NOTE:** The same rule applies to a repeat tutorial as for a repeat lecture, above.

Casual academic staff will be paid at the marking rates in the table below for all marking required by the supervising lecturer of a course or program, other than marking that is undertaken during a lecture, tutorial or clinical session, or is of a type that is normally done in the session and could reasonably have been undertaken during that session. The time allocation for marking will be reasonable and based on the number of students, the level of complexity and how feedback is provided.

**Marking**
Casual academic staff will be paid at the marking rates in the table below for all marking required by the supervising lecturer of a course or program, other than marking that is undertaken during a lecture, tutorial or clinical session, or is of a type that is normally done in the session and could reasonably have been undertaken during that session. The time allocation for marking will be reasonable and based on the number of students, the level of complexity and how feedback is provided.

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<tbody>
<tr>
<td>Significant academic judgement usually supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status = base rate for lecturing.</td>
<td>SM1</td>
<td>53.85</td>
<td>54.39</td>
<td>56.02</td>
<td>57.70</td>
<td>59.43</td>
</tr>
<tr>
<td>Standard – involved in full course coordination or a relevant doctoral qualification = base rate “applicable to performance of other duties involving full course coordination of possession of a relevant doctoral qualification.</td>
<td>SM2</td>
<td>45.93</td>
<td>46.39</td>
<td>47.78</td>
<td>49.21</td>
<td>50.69</td>
</tr>
</tbody>
</table>
Clinical Facilitator
A casual academic required to provide undergraduate clinical health education shall be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation and student consultation, according to the following:

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Normal preparation time – (1 hr delivery + 1 hr associated work time) = full course</td>
<td>SF1</td>
<td>91.86</td>
<td>92.78</td>
<td>95.56</td>
<td>98.43</td>
<td>101.38</td>
</tr>
<tr>
<td>coordination or relevant doctoral qualification = 2 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Normal preparation time (1 hr delivery + 1 hr assoc work time) = 2 base rate “applicable to all other duties”.</td>
<td>SF2</td>
<td>76.82</td>
<td>77.59</td>
<td>79.92</td>
<td>82.31</td>
<td>84.78</td>
</tr>
<tr>
<td>Little preparation – (1 hr delivery + 0.5 hrs assoc work time full course coordination or relevant doctoral qualification) = 1.5 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”</td>
<td>SF3</td>
<td>68.90</td>
<td>69.59</td>
<td>71.68</td>
<td>73.83</td>
<td>76.04</td>
</tr>
<tr>
<td>Little preparation – (1 hr delivery + 0.5 hrs associate work time) = 1.5 x base rate “applicable to all other duties”.</td>
<td>SF4</td>
<td>57.61</td>
<td>58.19</td>
<td>59.93</td>
<td>61.73</td>
<td>63.58</td>
</tr>
</tbody>
</table>

Other Required Academic Activity
A casual academic required to perform any other academic activity as defined below shall be paid for each hour of such activity delivered as required and demonstrated to have been performed. Examples of “other required academic activity” include, but are not limited to work of the following nature:
- the conduct of practical classes, demonstrations, workshops, student field excursions and set-up and clean-up where required;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- any required student consultation which is in addition to that which is considered part of the normal work schedule negotiated;
- musical coaching, repetiteurship and musical accompanying other than with special educational service;
- development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- supervision;
- attendance at any required professional development activities; and
- attendance at school, department and/or faculty meetings or at any of the activities of lecturing, tutoring, musical accompanying or clinical facilitating as directed;
### Other Required Academic Activity Rates

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<tbody>
<tr>
<td>SA1</td>
<td>45.93</td>
<td>46.39</td>
<td>47.78</td>
<td>49.21</td>
<td>50.69</td>
</tr>
</tbody>
</table>

Relevant doctoral qualification held by a staff member or full course coordination required and performs academic activity such as the conducting practical classes, demonstrations, workshops, student field excursions.

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<tbody>
<tr>
<td>SA2</td>
<td>38.40</td>
<td>38.78</td>
<td>39.95</td>
<td>41.15</td>
<td>42.38</td>
</tr>
</tbody>
</table>

Employed to perform any other required academic activity such as conducting practical classes, demonstrations, workshops, students field excursions etc.

### Musical Accompanying with Special Education Service Rates

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</thead>
<tbody>
<tr>
<td>S1A</td>
<td>91.86</td>
<td>92.78</td>
<td>95.56</td>
<td>98.43</td>
<td>101.38</td>
</tr>
</tbody>
</table>

1 hour delivery + 1 hour preparation time with full course coordination or relevant doctoral qualification.

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</tr>
</thead>
<tbody>
<tr>
<td>S2A</td>
<td>76.82</td>
<td>77.59</td>
<td>79.92</td>
<td>82.31</td>
<td>84.78</td>
</tr>
</tbody>
</table>

1 hour delivery + 1 hour preparation time.
1 LANGUAGE INSTRUCTORS, GRIFFITH ENGLISH LANGUAGE INSTITUTE - CONDITIONS OF EMPLOYMENT

2 APPLICATION OF SCHEDULE
This Schedule shall apply to staff members who are appointed to the following positions:
- Language Instructor
- Assistant Director of Studies
- Director of Studies

3 OPERATION OF SCHEDULE
This Schedule operates so that its provisions prevail over the provisions of the Agreement to the extent of any inconsistency between the Schedule and the Agreement. Unless otherwise specified in this Schedule, the provisions of the Agreement will apply.

The following clauses from the Griffith University Academic Staff Enterprise Agreement 2012-2016 will not apply to staff appointed to the positions listed in clause 2 of this Schedule:

- Clause 12 Types of Appointment
- Clause 14 Academic Work Allocation
- Clause 23 Clinical Loading
- Clause 27 Recreation Leave
- Clause 28 Sick Leave
- Clause 34 Probation
- Clause 35 Academic Staff Review
- Clause 36 Unsatisfactory Performance
- Clause 39 Redundancy
- Clause 42 Promotion

4 PROVISIONS OF THE SCHEDULE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title</td>
</tr>
<tr>
<td>2</td>
<td>Application</td>
</tr>
<tr>
<td>3</td>
<td>Operation of Schedule</td>
</tr>
<tr>
<td>4</td>
<td>Provisions of Schedule</td>
</tr>
<tr>
<td>5</td>
<td>Definitions</td>
</tr>
<tr>
<td>6</td>
<td>Types of Employment</td>
</tr>
<tr>
<td>7</td>
<td>Requirements to State Terms of Engagement</td>
</tr>
<tr>
<td>8</td>
<td>Modes of Employment</td>
</tr>
<tr>
<td>9</td>
<td>Hours of Work</td>
</tr>
<tr>
<td>10</td>
<td>Work Allocation</td>
</tr>
<tr>
<td>11</td>
<td>Classifications</td>
</tr>
<tr>
<td>12</td>
<td>Pay Rates</td>
</tr>
</tbody>
</table>
13 | Allowances  
14 | Incremental Salary Progression  
15 | Higher Duties  
16 | Recreation Leave  
17 | Sick Leave  
18 | Probation  
19 | Staff Development and Review  
20 | Managing Unsatisfactory Performance  
21 | Termination of Employment and Resignation  
22 | Redundancy  
23 | Professional Development and Research  
24 | Cancellation of Courses  
25 | Class Size  
26 | Working Overseas  
27 | Language Instructors Staff Consultative Committee  
Appendix 1 | Salary Rates

5 DEFINITIONS

Definition of Singular and Plural
For the purposes of this Agreement unless the context otherwise requires, words in the singular include words in the plural and vice versa.

5.1 GELI means Griffith English Language Institute.
5.2 ELICOS means English Language Intensive Course for Overseas Students.
5.3 TESOL means Teaching English to Speakers of Other Languages.
5.4 NEAS means National ELT Accreditation Scheme.
5.5 DELTA means Diploma of English Language Teaching to Adults as accredited by the University of Cambridge UK.
5.6 STAFF Member means a person employed by Griffith University principally to teach ELICOS, TESOL or other non-award English language courses in an English Language Centre.
5.7 Language Instructor means a qualified employee staff member engaged to conduct, teach, prepare and assess language classes and to perform any or all of the following language teaching related duties as may be required: consulting with students outside class time, course preparation, participating in the development of teaching and assessment materials, conducting computer laboratory and/or language laboratory classes, tours and excursions, marking and assessing assignments and examinations, any program related assessment, program administration, participating in student activities, any other activity normally associated with language teaching and the operation of language programs. Language Instructors may also be engaged to conduct, teach, prepare and assess classes, coordinate programs (including the relevant human and other resources for their operation), work on special activities (eg., curriculum development, self-access centre, materials development projects, etc), carry out administrative
duties (eg., arrange relief teachers, attend necessary meetings, promote GELI, and implement GELI's quality assurance measures).
5.8 **Director** means the Director of GELI.

5.9 **Director of Studies** means a full-time staff member who is an experienced TESOL professional with recognised post-graduate qualifications in TESOL, working under the broad direction of the Director.

5.10 **Assistant Director of Studies** means a full-time staff member who is an experienced TESOL professional with recognised postgraduate qualifications in TESOL, working under the broad direction of the Director of Studies.

5.11 **Classes** means a group to whom a language program is delivered which may range in numbers from one to the maximum number permitted by this Schedule.

5.12 **Contact hours** means hours of work in which a staff member is engaged in face-to-face teaching of students in scheduled language classes including flexible delivery, other analogous arrangements such as “Self Access”, and formal extension activities requiring a comparable preparation and assessment load to normal class teaching responsibilities.

Contact hours does not include supervision of student learning activities that does not require teaching with related preparation and assessment, participation in tours or excursions, or time spent on materials development, course preparation, student assessment, quality assurance or administration.

6 **TYPES OF EMPLOYMENT**

Staff covered by this Schedule will be employed in at least one of the following modes types of employment:

- Continuing;
- Fixed term;
- Casual.

6.1 **Continuing Employment**

Continuing employment is entered into for an indefinite period and is subject to the successful completion of a probationary period. Continuing employment may be either full-time or part-time in accordance with the provisions set out in 8.1 and 8.2.

6.2 **Fixed Term Employment**

6.2.1 A fixed term appointment is employment with the University for a specified period or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. The fixed term appointment is subject to the successful completion of a probationary period.

6.2.2 Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire.

6.2.3 A fixed term appointment will either be on a full-time or part-time basis, in accordance with the provisions set out in 8.1 and 8.2.

6.2.4 The entitlements accrued during the term of employment will normally be taken prior to or on expiry of the term of employment.

6.2.5 Staff members employed on a fixed-term appointment will be advised in accordance with subclause 21.5.2 whether they will be offered a further term of employment.

6.2.6 Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where the following criteria have been met:

- Satisfactory performance;
- Completion of a probation period or have been employed for a period of at least equal to the probation requirements for the continuing position;
- The appointment in the current fixed term position was through a competitive and open merit selection process.

Where a person has served less than the probation period and was appointed through a competitive and open merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed term basis.
6.3 Casual Employment

6.3.1 A casual staff member is employed by the hour and is paid an hourly rate known as a casual rate. The casual rates are calculated based on the hourly rate of the full time Language Instructor Steps 2, 3 and 4, plus a % loading in lieu of those Agreement based benefits for which a casual staff member is not eligible. The casual loading will be 25%.

6.3.2 Casual staff members will be recruited and appointed through the merit selection process set out in the GELI Guidelines for engagement of casual Language Instructors. These Guidelines will not be changed without prior consultation with the NTEU.

6.3.3 An essential feature of casual employment is that there is no expectation of continuity of employment unless stated otherwise, in writing, by the Director, OHRM. However, where a position is maintained on a casual basis and the casual employee was appointed through the process referred to in 6.3.2, and is on a second or subsequent appointment, the casual employee will be offered the further appointment in accordance with the criteria for re-engagement as set out in the Guidelines referenced in 6.3.2. Where a casual staff member is not offered further employment, they will be provided with the reasons for this decision having regard to the selection criteria in the Guidelines.

6.3.4 A casual staff member or the University will give one day's notice to terminate the engagement.

6.3.5 Normal contact hours for Language Instructors are 810 contact hours over 45 weeks per annum, however a casual Language Instructor may, by agreement, work up to a maximum of 900 contact hours over 45 weeks per annum.

6.3.6 A casual Language Instructor will not normally be required to undertake more than 6 contact hours in any one day. In exceptional circumstances, such as providing relief for absences, a casual language instructor may teach more than 6 contact hours in a given day by agreement.

6.3.7 GELI will continue to monitor the use of casual employment throughout the life of the Agreement. Further GELI will endeavour to reduce the overall usage of casual employment from the levels in place at commencement of this Agreement to the extent possible whilst maintaining the financial viability of the Institute and flexibility to respond quickly to changes in student load. The use of casual employment will be reported on a six monthly basis to the Language Instructors Staff Consultative Committee (LISCC).

6.3.8 Continuing Employment Opportunities for Casual Staff

The importance of casual staff in the ongoing operation of GELI is acknowledged. With this in mind, the University commits that when a continuing or fixed term position becomes available, in the first instance this will be advertised internally to maximise the opportunities of casual staff already working at GELI. Current casual Language Instructors may express an interest in the position/s, on either a full-time or part time basis. Any expressions of interest will be assessed against the selection criteria and operational needs relevant to the position.

7 REQUIREMENT TO STATE TERMS OF ENGAGEMENT

Upon engagement, the University shall provide to the staff member an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement, including but not limited to the following:

7.1 For staff other than casuals, the classification level, salary and the hours of work and for fixed-term staff, the dates of starting and completing the contract.

7.2 For casual staff, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid.

7.3 For any staff subject to probationary employment, the length and terms of the probation.

7.4 Other main conditions of employment including the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment.
8 MODES OF EMPLOYMENT

8.1 Full-time Employment
Full-time employment means continuing employment for a normal working week of 36.25 hours per week in accordance with the provisions of this Schedule.

8.2 Part-time Employment
Part time employment means an engagement to work a specific number of hours, which is less than the full-time work load. A part time staff member will receive the entitlements of a full-time staff member calculated on a pro-rata proportional basis.

Part time employment is normally undertaken by working reduced hours on a weekly basis. However it is also possible to undertake fractional employment in another arrangement such as working a reduced number of weeks in the year, as agreed by the staff member. Where a staff member is working under the latter arrangement and leaves Griffith University employment during the year, appropriate adjustments to salary will be made as necessary.

9 HOURS OF WORK
This clause does not apply to casual staff.

9.1 The ordinary hours of work for full-time staff will be 36.25 hours per week.

9.2 Span of hours - The normal span of hours will be 7.30am to 7.30pm Monday to Friday. Staff members may be rostered to work within these hours.

9.3 Staff will be rostered for teaching in accordance with the following provisions:

- Annual work plans will be developed in consultation with staff at the beginning of each year.
- Staff will be rostered equitably for morning and afternoon teaching sessions over a 12 month period.
- Regard will be given to individual circumstances and staff will have reasonable right of refusal to be rostered for particular working hours where their circumstances require.

9.4 Additional hours - Where a staff member is required to attend for work hours in addition to full time ordinary hours, they will be paid for each occasion at overtime rates of ordinary rates plus 50% for the first three hours and thereafter at ordinary rates plus 100%. A staff member may request to be compensated for overtime through ‘time off in lieu’ which will accrue at the equivalent overtime rate, however the granting of time off in lieu is subject to agreement by the Director or nominee.

9.5 Where a staff member is required to attend for ordinary hours work outside of the normal span of hours or on weekends, payment will be at the following rates:

- outside the normal span of hours on Monday to Friday will be at the ordinary rate plus 50%;
- on weekends within the normal span of hours will be at the ordinary rate plus 50%;
- on weekends outside the normal span of hours will be at the ordinary rate plus 50% for the first three hours, and the ordinary rate plus 100% thereafter.

9.6 The normal full time contact hours for Language Instructors are 810 contact hours over 45 weeks per annum. Where the available teaching weeks are reduced below 45 weeks per annum, this amount will be adjusted on a pro rata basis.

9.7 Normal contact hours will be reduced where staff are assigned roles or duties related to:

- in all cases the reduction of contact hours shall reflect the hours required for research and/or special projects and/or special materials development;
- coordination of programs or courses;
- co-ordination of resources or professional development; or
- other similar roles.

In all cases the reduction of contact hours shall reflect the hours required for that role or duties, having regard to the relative associated workload.

9.8 Language Instructors will not normally be required to undertake more than 6 contact hours in any one day. A working period will normally be unbroken except by mutual agreement in writing. In exceptional circumstances, such as providing relief for absences, a language instructor may teach more than 6 contact hours in a given day by agreement.
9.9 Language Instructors are expected to be in attendance on campus or wherever GELI programs are located on or off-campus for all working hours unless otherwise approved by the Director or nominee.

9.10 All work performed off-campus must be authorised in advance by the Director or nominee.

9.11 All work performed outside of the ordinary hours of work or the normal span of hours must be authorised in advance by the Director or nominee.

10 WORK ALLOCATION

10.1 The University will ensure that the workloads of employees covered by this Schedule are fair and reasonable. To ensure that workloads are reasonable, staff members will not be allocated teaching and other duties which would require the staff member to work more than an average of 36.25 hours per week. In accordance with clause 9.6 of this Agreement, the maximum contact hours that can be allocated for a full time Language Instructor are 810 hours over 45 weeks per year. This amount will be adjusted on a pro-rata basis where the number of teaching weeks is reduced; for example where a staff member is on leave.

10.2 Supervisors/Directors of Studies are responsible for allocating teaching and other duties to Language Instructors in an equitable and transparent manner and shall take the following factors into account:

- Characteristics of the student cohort;
- Additional responsibilities (such as extra testing);
- Additional responsibilities such as described in clause 9.7 of this Schedule;
- Preparation for allocated teaching duties;
- Assessment associated with allocated teaching hours;
- Administrative and communication tasks and activities;
- Allocated non-teaching duties;
- Expectations regarding student consultation;
- Development.

10.3 Work Allocation Review

10.3.1 If a staff member believes that their work allocation is inequitable or unreasonable, in the first instance, that staff member should raise any concerns regarding their work allocation with the appropriate supervisor. Options and strategies to vary work allocation can be discussed and, where agreed, implemented and monitored.

10.3.2 If, after efforts to resolve concerns as outlined in subclause 10.3.1 above, the staff member still has concerns about their work allocation, they, and/or the Union on their behalf, may seek a review of their work allocation.

10.3.3 The Union and/or the staff member will raise the concerns regarding work allocation with the Director specifying steps already undertaken with the supervisor and explaining what concerns still remain. The Director will review the concerns and the staff member’s work allocation, consulting with all parties, having regard to the relevant provisions of this Agreement, and provide a recommendation within five working days. The recommendation will be in writing and set out the reasons for the decision.

10.3.4 Should the staff member and/or the Union representative not believe the concern has been satisfactorily dealt with it can be pursued using the University’s individual grievance resolution procedure, entering the process at level 3. It is agreed that for the purposes of a GELI work allocation review, the terms of reference will include an assessment of the work allocation having regard to the standards and requirements of this clause. In the interests of the staff member and the Institute, the individual grievance resolution procedure should be completed within ten working days.

10.3.5 The Union may also raise concerns about the work allocation situation in GELI at the Language Instructors Staff Consultative Committee and an investigation be undertaken where agreed appropriate. The results of any such audit or investigation will be reported to this Committee.

11 CLASSIFICATIONS

11.1 On appointment, a teacher shall be placed on a salary level commensurate with the minimum
salary level for his/her qualifications and experience by reference to sub- clauses 11.3 and 11.4:

- Category A commences at Level 4 with a maximum of Level 12
- Category B commences at Level 3 with a maximum of Level 12
- Category C commences at Level 2 with a maximum of Level 12
- Category D commences at Level 1 with a maximum of Level 9

11.2 A Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that he/she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

11.3 Teacher Categories
Based on an assessment of a teacher’s qualifications, a teacher shall be assigned to one of the following categories:

11.3.1 Category A
Degree and Diploma of Education or equivalent, and either:
- A Diploma in TESOL (e.g., Dip RSA, Grad Dip TESOL); or
- Postgraduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

11.3.2 Category B
- Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or
- Degree and Diploma including LOTE/TESOL method.

11.3.3 Category C
- Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or
- Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

11.3.4 Category D
- Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

11.4 Teachers shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:

11.4.1 One increment for each year of full-time TESOL teaching or equivalent.

11.4.2 One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.

11.4.3 A teacher shall accrue equivalent full-time experience for a period of part-time service on a pro rata basis.

12 PAY RATES

12.1 For staff members covered by this Schedule, the following salary increases will apply:
- 2% from the first full pay period January 2013 (already paid administratively)
- 1% from the first full pay period December 2013 (paid administratively)
- 3% first pay period commencing on or after FWC approval of the agreement or 01 January 2014 whichever is the later;
- 3% from the first full pay period commencing on or after January 2015
- 3% from the first full pay period commencing on or after January 2016

Full time and casual rates are specified in Appendix 1.

12.2 Casual Rates

12.2.1 The casual rates for student contact are inclusive of all preparatory and consequential activity required for successful teaching and include a loading.

12.2.2 The hourly rates for student contact payable to casual Language Instructors are based on one hour preparation/marking time for each hour of face-to-face teaching.

12.2.3 Casual Language Instructors will be paid the non-contact rate for all other required
duties.

12.2.4 Casual rates for Language Instructors as set out in Appendix 1 shall be paid according to the following 3 tiered scale which recognises qualifications and experience.

- **Point** Base pay point with relevant qualifications and experience
- **Point** Entry pay point with Grad Dip in TESOL or equivalent qualifications. Language Instructors engaged at point 1 will increment to this rate after accruing 810 hours teaching experience in GELI within three years.
- **Point** Minimum qualification of Masters in TESOL, 3 Module DELTA or equivalent plus 810 hours post-qualification teaching experience in GELI within three years.

The casual rates are calculated based on the hourly rate of the full time Language Instructor Steps 2, 3 and 4, plus a loading.

This casual pay rate scale will come into effect from the first pay period following the date of commencement of this Agreement. Progression to point 3 of the casual pay rates will be subject to experience at GELI subsequent to the commencement date of this Agreement.

Casual Language Instructors currently engaged at the date of commencement of the Agreement, and those that have been engaged at GELI for at least 45 hours over the previous 12 months, will be re-engaged at the CIB1.2/2.2 rate, regardless of qualifications.

### 13 ALLOWANCES

Where a Language Instructor is appointed to a Position of Responsibility which exceeds the responsibility of Language Instructors, an allowance will be paid in accordance with the scale below in addition to the substantive salary, at the rates as specified in Appendix 1.

- **Level 1** – Professional Development (PD) Coordinator or equivalent;
- **Level 2** – General English (GE)/ English for Academic Purposes (EAP)/ Mixed English for Academic Program (MEAP) Coordinator or equivalent;
- **Level 3** - Direct Entry Program (DEP) Coordinator or equivalent.

A staff member may be appointed to a Position of Responsibility for a period of up to 5 years.

### 14 INCREMENTAL SALARY PROGRESSION

14.1 Increments will be awarded in accordance with the provisions of clause 19.

14.2 Language Instructors other than casual Language Instructors will progress from one salary level to the next salary level annually, up to the maximum salary level allowed, provided that their performance has been assessed as satisfactory.

14.3 Where a Language Instructor on a fixed term contract has their appointment renewed for a further term, the staff member will be eligible for an incremental increase according to the agreed scale.

14.4 Staff will be entitled to apply for increased incremental remuneration on the basis of acquisition of additional relevant professional qualifications and experience.

### 15 HIGHER DUTIES

Where a staff member is appointed in writing by the University to perform the duties of a staff member in a higher position for a period of more than five (5) working days, the staff member will be paid for the whole of that time at the minimum rate prescribed for the higher position. This will only apply if the position is not undertaken for training purposes and where the salary is greater than the relieving staff member’s existing salary. Recreation leave taken during the period where the staff member is paid higher duties allowance will only be paid at the higher rate where the staff member continues higher duties after the period of recreation leave.

### 16 RECREATION LEAVE

#### 16.1 Entitlement

16.1.1 Full time staff covered by this Schedule will accrue 20 days recreation leave for each completed year of service. For part-time staff, recreation leave will accrue on a pro-rata basis. There is no entitlement of Recreation leave for casual staff members.

16.1.2 A staff member will be paid their ordinary salary for the period of recreation leave plus a
recreation leave loading on this amount. The loading will be 17.5% to a maximum equal to 17.5% of the Australian average weekly earnings for the September quarter of the previous year of accrual of leave.

16.1.3 On cessation of employment, the staff member will receive payment in lieu of recreation leave accrued but not taken, including pro-rata leave loading.

16.1.4 Fixed term staff members are required to take all recreation leave accrued prior to cessation of their employment contract, except where there has not been adequate opportunity for the staff member to take the leave. Where, with approval, such leave is not taken due to operational requirements, payment in lieu of recreation leave will be made on:

- resignation, or
- completion of a contract.

The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

16.1.5 Recreation leave will be exclusive of any public holidays that may occur during the recreation leave period.

16.2 Application and Approval

16.2.1 Staff are encouraged to take 20 days recreation leave annually. Leave will be granted with reference to the needs of GELI courses and programs, but as far as practicable, the needs of the staff member concerned will be taken into account when determining leave dates. Every effort will be made to grant staff recreation leave in an unbroken period.

Any leave request will require the Director or nominee’s approval.

16.2.2 Where a staff member has accrued more than 40 days recreation leave, the staff member will be directed to take up to 25% of the total accrued leave.

16.3 Illness during Recreation Leave

Staff members who become ill during recreation leave will be credited for periods of 3 days or more on submission of a medical certificate.

17 SICK LEAVE

17.1 Entitlement

17.1.1 This provision does not apply to casual staff members.

17.1.2 Full time staff members shall be entitled to paid sick leave which will accrue at a rate of 10 days (72.5 hours) per annum.

17.1.3 Part time staff members shall be entitled to sick leave, with such entitlement calculated on a pro-rata basis.

17.1.4 Sick leave will continue to accumulate if not taken. No payment will be made in lieu of accumulated sick leave.

17.1.5 A staff member’s sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.

17.1.6 Should a staff member exhaust their entitlement to paid sick leave, the staff member may be granted unpaid leave. Periods of unpaid sick leave of up to and including one month will accrue recreation leave, sick leave and long service leave entitlement, but accrual will cease after this time.

17.1.7 A staff member who is absent through illness or injury for extended periods is entitled to apply for superannuation disablement benefits provided through Superannuation membership.

17.2 Taking Sick Leave

17.2.1 A staff member absent from work through illness will notify the immediate supervisor as soon as practicable.

17.2.2 Only absences on working days will be debited from a staff member’s sick leave entitlement.

17.2.3 A staff member who is absent due to illness for more than 3 days must provide a medical certificate from a recognised medical practitioner in support of the period of absence.

17.2.4 Where a staff member has a proven pattern of recurring absences on sick leave the University may inform the staff member that in the event of future absences, a medical certificate will be required in respect of each period of sick leave for a period of 6 months thereafter.
18 PROBATION

18.1 All staff, other than casual staff, will be appointed on a probationary basis with the period of probation from a minimum of 3 months up to a maximum of 6 months. For fixed term staff, the appointment will contain a probationary period of a minimum of 3 months, and up to a maximum period no greater than one-third of the contract period, but no more than 6 months.

18.2 Probationary reviews will be in accordance with the principles set out in the University’s Policy and Procedures for General Staff Probation.

19 STAFF DEVELOPMENT AND REVIEW

Staff development and review arrangements assist staff, GELI and the University to achieve agreed objectives.

19.1 Staff development and performance review focuses on the objective assessment of performance by examining actual performance with respect to agreed objectives and expectations relevant to the position. The process should:
- allow for appropriate career development options;
- be a transparent and confidential process;
- be practical in operation;

19.2 Staff development and performance review is an ongoing review process involving self-review, supervisor review and peer observation. The principles of the staff development and review processes for Language Instructors are:
- to review progress towards achievement of agreed objectives;
- to identify relevant training and development needs to support the achievement of these objectives;
- review the impact of training and development activities;
- agree on objectives for the year ahead.
Performance plans may be altered during the year to reflect changes in the staff member’s work.

19.3 Performance will be formally reviewed and documented annually. Reviews will be conducted objectively, that is, based on observable and measurable performance wherever possible.

19.4 While an annual review is central, the expectation is that the processes of ongoing communication, feedback, acknowledgement, support and problem solving occur continuously.

19.5 The Scheme applies to all staff, other than casual staff, employed as Language Instructors. Casual staff may voluntarily take part by way of participating in the staff development aspect of the process.

19.6 Roles and Responsibilities

19.6.1 The Staff Member will:
- seek clarification on direction and priorities;
- participate in peer observation;
- identify with their supervisor performance objectives, career development needs and sources of feedback;
- reflect on his/her own performance; and
- act on constructive feedback.

19.6.2 The Supervisor will:
- provide the staff member with clear direction including identifying priorities and performance standards;
- set achievable objectives with the staff member which link strategically to the goals of the curriculum and the work unit and are consistent with their duties and responsibilities;
- monitor and evaluate performance with respect to agreed objectives and expectations relevant to the position;
- consult with the staff member in regard to performance, providing:
  a) positive feedback where performance meets or exceeds requirement; and
b) guidance and ideas for improving performance where necessary;
   • help to identify development opportunities.

19.7 The Review Process

19.7.1 Review with Supervisor

For the first iteration of the cycle, the supervisor clarifies the direction and priorities of the work unit and identifies with the staff member how they can contribute to the achievement of these objectives and achieve their performance and development objectives. Together they will prepare, agree and sign a plan which documents the staff member’s performance objectives and development needs for the next 12 months.

The supervisor and staff member then meet annually to formally discuss the staff member’s performance in the previous 12 months and to review the staff member’s career development plan.

When assessing performance the supervisor will take into account evidence of achievement in the relevant areas, including:

• teaching;
• student support;
• peer support;
• curriculum development;
• professional development, including peer observation; and;
• co-ordination and administration of the Centre’s programs.

It is recognised that during a particular review period a staff member may not have had duties which span all the areas. In those circumstances, the supervisor will consider performance only in respect of the duties which the staff member was required to undertake.

19.7.2 Peer Observation

Peer review involves observation and feedback on teaching. It is carried out by a Language Instructor nominated by a supervisor in consultation with the staff member. The staff member may decide to have an additional peer observation and assessment by a Language Instructor of their choice.

Staff may be asked to submit copies of the peer observation documentation to their supervisor. Peer observation may be undertaken each year and may occur at any time during the review cycle.

19.7.3 Higher Duties

If the staff member is being paid higher duties, they will be assessed at the higher level for the period of time they are performing the duties.

19.8 Action from the Review

19.8.1 If performance is ‘Satisfactory’

• A salary increment will be awarded (if applicable).
• The supervisor and staff member sign the assessment form.
• The supervisor clarifies the direction and priorities of the work unit and identifies with the staff member how they can contribute to the achievement of these objectives and achieve their performance and career objectives. Together they will prepare, agree and sign a plan which documents the staff member’s performance objectives and development needs for the next 12 months.
• The staff member will continue in the performance review cycle for the next 12 months.

19.8.2 If performance is ‘Unsatisfactory’ the process will be in accordance with clause 20 Managing Unsatisfactory Work Performance.

20 MANAGING UNSATISFACTORY WORK PERFORMANCE

Unsatisfactory work performance may be identified through the formal, annual managing performance procedures or at any time during the year that the supervisor is of the view that the staff member’s performance is unsatisfactory.

20.1 Preliminary Action and Counselling

20.1.1 Where a supervisor is of the view that the staff member’s performance is unsatisfactory, the
supervisor and staff member shall attempt to resolve the difficulties through a counselling process. Support, training and development programs and a reasonable timeframe, as agreed at time of discussion, will be provided to the staff member to allow for improvement in the staff member’s performance.

20.1.2 The staff member will be provided with copies of all documentation relating to the unsatisfactory performance and counselling. Copies of relevant documentation will be placed on the staff member’s file. The staff member is entitled to provide a written response and this response will also be placed on the staff member’s file.

20.1.3 Where a staff member’s work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then a more formal process may be entered into.

20.2 Formal Action

20.2.1 The supervisor will discuss the matter of unsatisfactory performance with their Director, and the Director, OHRM will be notified prior to taking any steps under this stage.

20.2.2 The supervisor will provide the staff member with a written statement setting out specific aspects of performance, which are unsatisfactory and the improvements in performance which are required. The supervisor will also specify a timeframe within which performance should improve and at the end of which a review will be held. The duration of the timeframe will be reasonable, having regard to the nature of the nominated performance shortcomings and the teaching cycle. The supervisor will further specify any support and/or development activities to be made available during this period.

The staff member has the right to challenge an assessment of unsatisfactory performance through a written response, which will be considered by the supervisor.

Documentation will include the staff member’s response to the assessment of unsatisfactory work performance. All documentation will be kept on file and a copy provided to the staff member. The Director and Director, OHRM will be advised of the warning(s) issued.

20.2.3 If the staff member's performance is still regarded by the supervisor as unsatisfactory, normally at the end of the review period, the supervisor will submit a report through their Director to the Director, OHRM.

The report shall include copies of previous counsellings/warnings, any statement/s made by the staff member and a clear statement of aspects of performance considered to be unsatisfactory.

20.2.4 The supervisor will notify the staff member of their intention to make the report and the proposed recommendation to the Director and provide a copy to the staff member.

20.2.5 The Director may recommend disciplinary action:

20.2.6 The staff member has 10 working days to submit a response to the Director, OHRM.

20.3 Disciplinary Action

20.3.1 The Director, OHRM (or delegated authority) will review all documentation, including any written submissions made by the staff member.

20.3.2 In the event that the Director, OHRM (or delegated authority) is of the view that disciplinary action is not warranted, or the appropriate feedback, counselling and opportunity to improve performance have not been given, the matter will be referred back to the supervisor with instructions, where relevant, to follow the process set out in this clause.

20.3.3 Where the Director, OHRM (or delegated authority) considers that disciplinary action is warranted s/he will inform the staff member, the supervisor and the Director, in writing of the reasons for their decision regarding disciplinary action.

20.4 Committee of Review

If the disciplinary action is other than a formal reprimand, the staff member may request within 5 working days that the matter be referred to a Committee of Review.

20.4.1 The Committee of Review consists of:

- A person to chair the Committee appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU;
- A staff member nominated by the Deputy Vice Chancellor (Academic);
- A staff member nominated by the NTEU after consultation with the affected staff
20.4.2 No person, except the members of the Committee and any person providing secretarial assistance to the Committee, shall be present during its deliberations.

20.4.3 The Committee will consider any representations made either orally or in writing by the staff member or, where they choose, a nominated representative of their choice. The Committee may require the supervisor to respond to the matters raised by the staff member. In the event that the staff member does not, without reasonable explanation make representations, either orally or in writing, after reasonable notice of the Committee's intention to meet, the Committee may proceed and may determine the matter in her/his absence.

20.4.4 The Committee will consider whether the performance of the staff member is satisfactory or unsatisfactory and will report its findings and reasons to the Deputy Vice Chancellor (Academic) and the staff member concerned within 20 working days of the matter being referred to the Chair. The Committee may also comment on the nature of disciplinary action it considers appropriate.

20.4.5 As soon as practicable after receiving the report from the Committee, the Deputy Vice Chancellor (Academic) (or delegated authority) will, after due consideration of the Committee's report, advise the staff member, in writing, of her/his decision and the form of disciplinary action to be taken, if any. A copy will be provided to the Director and Supervisor.

20.4.6 If, at any time during the operation of this process, the staff member offers to resign with immediate effect, the Director, OHRM (or delegated authority) will accept the resignation and the proceedings shall cease.

21 TERMINATION OF EMPLOYMENT AND RESIGNATION

21.1 Notice of termination by the University

21.1.1 Where employment is terminated for valid reasons, such as unsatisfactory performance, redundancy or ill health, the University will give staff 8 weeks notice.

For a staff member who has been found to have engaged in serious misconduct, in accordance with the procedures in clause 40 of the Agreement, such that it would be unreasonable to require the University to continue the employment during the period of notice, the notice of termination will not apply.

21.1.2 At the discretion of the Vice Chancellor or delegated officer, payment may be made in lieu of notice.

21.1.3 Payment in lieu of notice will be calculated on the staff member's salary (including fortnightly paid allowances and loadings) at the date of ceasing employment.

21.1.4 The period of notice in this clause will not apply in the case of voluntary severance or redundancy.

21.2 Time off during the Notice Period

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

21.3 Notice of Resignation by a Staff member

21.3.1 A staff member is required to give the University 8 weeks notice or payment in lieu of notice.

21.3.2 At the discretion of the Vice Chancellor or delegate, a shorter period of notice may be granted.

21.3.3 If a staff member fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum amount equal to the ordinary rate of pay for the period of notice given and notice required or payment in lieu of notice.

21.4 University Property

The University may withhold monies owing to the staff member on termination until such time as keys, access cards and/or property of the university is returned by the staff member.

21.5 Expiration of Fixed Term Contract

21.5.1 Non-Renewal
A staff member engaged in fixed term employment for a specific term or task who has in excess of 1 years continuous service and whose contract is not renewed because:

a) the same or substantially the same duties are no longer required by the employer; or
b) the duties continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

shall be entitled to 2 weeks pay for each completed year of continuous service up to a maximum of 8 weeks pay.

21.5.2 Notice of Non-Renewal

A staff member engaged in fixed term employment for a specific term or task will be provided with a written notice of the employer’s intention to renew, or not renew, employment with the employer upon expiry of the contract. Such notice will be:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>at least 1 week or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>at least 2 weeks or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>at least 3 weeks or the equivalent of a full pay period, whichever is the greater</td>
</tr>
<tr>
<td>5 years or over</td>
<td>at least 4 weeks or the equivalent of a full pay period, whichever is the greater</td>
</tr>
</tbody>
</table>

In addition to this notice, a staff member over the age of 45 years at the time of giving notice and with not less than 2 years continuous service shall be entitled to an additional week’s notice.

22 REDUNDANCY

22.1 The provisions of this clause will not apply to casual or fixed term staff members.

22.2 The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and every effort will be undertaken to provide suitable alternative employment opportunities, having regard to qualifications and experience.

22.3 A position may be considered redundant for genuine operational reasons of an economic, technological, structural or similar nature, including, but not limited to:

- management initiated changes to the structure of GELI which significantly affect the duties of a position;
- substantial decrease in student enrolment in GELI programs or courses;
- decision to cease offering all or part of GELI programs or courses;
- financial exigency in GELI; or
- changes in technology or work methods;

which results in the work of the position or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

22.4 Consultation

22.4.1 Where GELI considers that a position(s) is surplus to its needs, the Director must make a submission to the Deputy Vice Chancellor (Academic), through the Pro Vice Chancellor (International), and at the same time provide a copy to the Director, OHRM. The submission should demonstrate that the position(s) is/are no longer required, outline the reasons and address what steps, if any, will be taken to mitigate any adverse effects the redundant position(s) may have on the University’s strategic and equity goals.

22.4.2 Where it appears that one or more positions may be in excess to the University’s requirements, initial consultation will occur in accordance with clause 17 of the Agreement at the earliest practical time. Consultation will include:
• reasons why a position(s) is considered redundant;
• the number and classification of positions in the affected unit of GELI;
• the number and classification of positions expected to be required for the performance of any continuing functions;
• consideration of ways and means of mitigating need for position redundancies;
• redeployment and retraining prospects for staff members impacted by position redundancies;
• the method of identifying the positions excess to requirements.

22.4.3 Consultation is to take place, having regard to the particular matters under discussion and the need for potential excess staff situations to be resolved quickly. Any issues raised during the consultation period will be considered before a final decision is made.

22.4.4 Staff members have the right to have a nominated representative present throughout all stages of the process.

22.5 Process for Nominations for Voluntary Redundancy
22.5.1 Once a decision is made that reductions in staffing are required, it may be appropriate in some circumstances to manage the proposed reduction through a voluntary process by seeking nominations from staff members for redundancy. The arrangements for the voluntary nomination process will be notified to the unions and include information about the numbers of positions to be reduced, the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

22.5.2 The Pro Vice Chancellor (International) will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.

22.5.3 A staff member whose nomination is accepted will be regarded as having elected for early separation and the redundancy benefits will be as set out in subclause 22.6.3. The staff member will be notified of the date of effect and redundancy benefits payable.

22.6 Position Declared Redundant
Where a voluntary redundancy nomination process does not achieve the required staff reductions, or a voluntary redundancy nomination process was not undertaken, and a decision is made to declare an identified position or positions redundant, the Pro Vice Chancellor (International) will notify each affected staff member and the unions in writing. This advice will constitute the official notification to the individual concerned that their position is being made redundant and is to include the following:

• the reasons for termination;
• timeframe over which the termination of employment is to occur;
• options available to staff such as early separation, redeployment and retrenchment;
• an indication of the redundancy benefit payable including recreation and long service leave entitlements, where applicable;

All redundancy payments will be calculated on the staff member’s salary at date of cessation of employment, except that in the case of a staff member who is on a reversible part time appointment in accordance with subclause 13.3 of the Agreement, the relevant full time salary rate will apply.

22.6.1 Leave to Seek Employment
From the time a staff member receives notice that their position is redundant, they will be entitled to reasonable access to paid time to attend employment interviews, as determined by the relevant Deputy Vice Chancellor or Pro Vice Chancellor.

22.6.2 Transition Period
A 12 week “transition period” will begin immediately upon written notification being given to the staff member whose position is affected. By the expiration of 2 weeks from the beginning of the transition period, the staff member must indicate to the University which of the following options they wish to choose:

• to elect early separation and include the balance of the “transition period” in the staff member’s redundancy benefits. This option requires the agreement of the Element
before proceeding, although this will not be unreasonably withheld;

- to work out the remainder of the “transition period”. The University reserves the right to agree to this option only if there is meaningful work still to fulfil. If not the University may elect to pay the remainder of the “transition period” in lieu of notice.

22.6.3 Early Separation

Where a staff member elects early separation, the balance of the transition period plus the staff member’s redundancy benefits will be paid on termination. Early separation is calculated as follows:

- payment in lieu of salary for the unexpired portion of the twelve-week “transition period”;
- all accumulated recreation leave and pro rata long service leave where recognised accumulation of credit is less than ten years, but more than five years; and
- 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

Benefits received under early separation are in lieu of any notice period or other redundancy benefit.

22.7 Retrenchment

A staff member who has been given written notice that their position has been made redundant may decide to work out the remainder of the transition period. The University reserves the right to agree to this option only if there is meaningful work still to fulfil, if not, the University may elect to pay the remainder of the ‘transition period’ in lieu of notice.

Where the staff member has worked the “transition period, the staff member will be retrenched and be entitled to:

- all accumulated recreation leave and pro rata long service leave where recognised accumulation is more than 5 years; and
- 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

For the purposes of retrenchment, the twelve-week “transition period” will count as the notice period.

22.8 Re-employment

Staff members who accept voluntary separation or are retrenched under this clause are ineligible for reemployment to casual, fixed term, or continuing positions for a period of 12 months from date of separation unless otherwise approved by the Director, OHRM.

23 PROFESSIONAL DEVELOPMENT AND RESEARCH

23.1 Full-time staff undertaking study relevant to their employment will be entitled to support in accordance with the University’s policy and procedures on educational assistance for General Staff.

23.2 Leave and support to attend conferences may be granted in accordance with the Institute’s policy and subject to the availability of funds.

23.3 A staff member on continuing and fixed term appointments shall be under no obligation to carry out research unless otherwise indicated in their contract. Staff shall be entitled to one 5 week period in each 2 year period free from teaching and teaching-related duties in which to undertake research and/or special projects approved by the Director.

23.4 Optional research involvement by non-research staff on fixed term or continuing appointments is encouraged so long as it does not interfere with carrying out specified duties. Such duties may be varied to facilitate research and/or special projects approved by the Director.

24 CANCELLATION OF COURSES

24.1 Casual staff engaged for a specific task or course may have their services terminated if the task or course is cancelled and no alternative task or course can be assigned to the staff member. The University shall, as soon as practicable, provide notice to the staff member in writing of its intention and shall also provide compensation where the staff member can demonstrate loss or hardship as a result of the decision to cancel the course.

24.2 Demonstration of loss will necessitate producing evidence that the offer of another job has
been foregone in accepting this offer.

24.3 Where the loss is demonstrated, a maximum of 1 weeks pay may be granted and the staff member will be given preference for a future course.

24.4 Where a course is cancelled within 2 days of the agreed commencement date and no alternative task or course can be assigned to the staff member, the University will pay the staff member a minimum of 4 hours at the expected rate.

25 CLASS SIZE

25.1 Language class size will be in accordance with the NEAS guidelines. The ratio of Language Instructors to students in non-student visa classes will not normally exceed 1:20.

25.2 Where it is proposed to exceed this limit, the University will consult with the NTEU delegate.
26 WORKING OVERSEAS

26.1 A staff member shall at all times have the right not to undertake employment overseas if this is not a requirement of their contract of employment.

26.2 Where a staff member agrees to undertake overseas employment, such employment shall be included as part of the staff member's normal work allocation.

26.3 Work arrangements for overseas employment will be advised to the staff member prior to departure having regard to the work to be undertaken. This will include agreed consideration of variations to hours of work where appropriate.

26.4 A staff member shall have the right to withdraw with reasonable notice from overseas employment without disadvantage should they have reasonable concerns regarding personal safety or work environment.

26.5 The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for a staff member undertaking overseas employment.

27 LANGUAGE INSTRUCTORS STAFF CONSULTATIVE COMMITTEE

A Language Instructors Staff Consultative Committee (LISCC) will be established to monitor the implementation and application of this Schedule to the Agreement and to act as a forum for consultation on all matters affecting the employment of Language Instructors in the Griffith English Language Institute.

The LISCC will have the following membership:

- Up to three representatives of the University and/or GELI; and
- Up to three representatives of the NTEU.

The LISCC will determine its own procedure of operation and meetings of the LISCC will be convened at the request of any party. Normally at least 5 meetings of the LISCC will be held each calendar year, to be scheduled and agreed at the start of each year.

NTEU staff representatives on the LISCC will be provided with appropriate release from duties to participate in the LISCC meetings and associated consultation and activities with Language Instructors.
Appendix 1

Salary Rates

<table>
<thead>
<tr>
<th>Salary Rate Code</th>
<th>Level 1</th>
<th>Jan 2013 2%</th>
<th>Jan 2013 1%</th>
<th>Jan 2014 3%</th>
<th>Jan 2015 3%</th>
<th>Jan 2016 3%</th>
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<tr>
<td>LAI.1</td>
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<td>LAI.4</td>
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<td>LAI.5</td>
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Position of Responsibility Allowance rates per annum

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<th>Level</th>
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<th>2013 1%</th>
<th>2014 3%</th>
<th>2015 3%</th>
<th>2016 3%</th>
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<tr>
<td>Level 3</td>
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<td>4,247.47</td>
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<td>4,506.15</td>
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Casual Language Instructors will be paid the rates as set out below in accordance with subclause 12.2 of this Schedule.

Casual Hourly Rate for each contact hour performed

<table>
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<tr>
<th>Jan-13</th>
<th>Dec-13</th>
<th>Jan-14</th>
<th>Jan-15</th>
<th>Jan-16</th>
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<td>$79.81</td>
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Casual Hourly Rate for each hour of other duties

<table>
<thead>
<tr>
<th>Jan-13</th>
<th>Dec-13</th>
<th>Jan-14</th>
<th>Jan-15</th>
<th>Jan-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>2%</td>
<td>1%</td>
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<td>3%</td>
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<td>CIB1.1</td>
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<td>CIB1.3</td>
<td>$37.24</td>
<td>$37.61</td>
<td>$38.74</td>
<td>$39.91</td>
</tr>
</tbody>
</table>
20 January 2014

Ms Angela Delo
Associate to Commissioner Booth
Fair Work Commission
Level 14, Central Plaza Two
66 Eagle Street
Brisbane, 4000

Dear Ms Delo,

Re: AG2013/11994 – Application for approval of the Griffith University Academic Staff Enterprise Agreement 2012 - 2016

I refer to the Notice of Listing emailed on 17 January 2014, which lists the above matter for hearing on papers in Chambers at 11:00am, Tuesday, 21 January 2014.

In the listing notification you have noted that: The Agreement does not contain a consultation term that complies with the Act. Therefore the Agreement will be taken to contain the model consultation term and it will be noted in approval decision and appended to the back of the Agreement.

I sought clarification this morning from you as to where our proposed change management clause (Clause 17) was non-compliant and your response was as follows:

Section 205(1)(b) of the Fair Work Act 2009, requires an enterprise agreement to include a consultation clause that allows for the representation of employees for the purpose of consultation.

Clause 17.1 of the Griffith University Academic Staff Enterprise Agreement 2012-2016, refers to ‘the union’, however, in order to comply with the requirements of the Act, the clause should allow for employees to have representation, other than union representation, for the purpose of the consultation process.

As a result of this, I discussed this matter with other parties to the Agreement and determined to write to you giving undertakings in accordance with Section 190 of the Fair Work Act 2009 in relation to the application for approval of the above proposed Agreement.

The University provides the following undertakings:

In relation to clause 17 Change Management, the University undertakes that in accordance with section 205(1)(b) of the Fair Work Act 2009, it allows representation of all employees covered by the proposed Agreement for the purposes of consultation as defined by section 205(1)(a).

Further, in relation to Clause 4.2.3 Consultation, the University undertakes that in accordance with Section 205(1)(b) of the Fair Work Act 2009, it allows for the representation of employees for the purpose of consultation.
Clause 4.2.8 which defines nominated representative, states:

**Nominated Representative** means a person the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practicing as a solicitor or barrister.

and thereby expressly provides for representation of employees other than by a union representative.

I trust that these undertakings are sufficient to allow approval of the Agreement to continue without the need to take on the model consultation term as has been suggested in the Notice of Listing.

Yours sincerely

Ken Greedy  
Acting Director  
Office of Human Resource Management