



# DECISION

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

**Charles Sturt University**  
(AG2023/5306)

## **CHARLES STURT UNIVERSITY ENTERPRISE AGREEMENT 2023-2025**

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 14 FEBRUARY 2024

*Application for approval of the Charles Sturt University Enterprise Agreement 2023-2025*

[1] An application has been made for approval of an enterprise agreement known as the *Charles Sturt University Enterprise Agreement 2023-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Charles Sturt University. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

[4] My chambers raised potential issues with the Agreement on 10 January 2024. Submissions were provided by both the Applicant and the NTEU in relation to these issues. In relation to the notification of the vote, I initially raised a concern that employees were not provided 7 clear days for notification of the vote, in breach of s.183(3) and (4). The Applicant's F17A provides employees received the details of the vote on 28 November 2023 and then voted on 4 December 2023. The Applicant submits that some information regarding the vote was sent to employees on 27 November 2023 and that the reference to 28 November 2023 was a reference to a supplementary notice sent to staff as part of a daily staff newsletter.

[5] The NTEU submits that the Applicant did not take all reasonable steps to notify employees of the details of the vote. It submits that even if access opened on 27 November

2023, then applying 7 calendar days means that the earliest voting could have commenced on 5 December 2023. As was held in *CFMMEU and CBI Constructors Pty Ltd*,<sup>1</sup> the “*access period consists of seven clear calendar days and that by application of s.36(1) of the AI Act the access period ends at the end of the calendar day immediately preceding the day on which the voting process for a proposed agreement commences.*” Accordingly, I find that employees were not provided 7 calendar days’ notice of the vote, as required by s183(3).

[6] Notwithstanding this, I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural departure from the requirements of s.180(3) and s.180(4), and that the employees covered by the Agreement were not likely to have been disadvantaged by this error. As the Applicant submitted, if considered on an hours basis rather than complete calendar days, employees were provided 7 days, 1 hour and 19 minutes before voting opened at 12.00pm on 4 December 2023. I am satisfied that the error in not providing 7 calendar days is a minor and technical one. Accordingly, I exercise the discretion conferred by s.188(2) of the Act.

[7] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[9] The National Tertiary Education Industry Union (NTEU) and the Community and Public Sector Union (CPSU) being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations. The NTEU supports approval of the Agreement.

[10] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 34 – Abandonment of Employment; and
- Clause 42.1 – Absence from Duty.

However, noting clause 7.6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

---

<sup>1</sup> [2018] FWCFB 2732.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 March 2024. The nominal expiry date of the Agreement is 4 July 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE523507 PR771180>

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5306

Applicant: Charles Sturt University

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Maria Crisante, Executive Director, People and Culture have the authority given to me by Charles Sturt University to give the following undertakings with respect to the Charles Sturt University Enterprise Agreement 2023-2025 ("the Agreement"):

1. For the purposes of this Agreement, the definition of "Seven-day shift work employee" at clause 3 and the reference to "seven (7) day shift work employees" referred to in clause 42.3 are "shiftworkers" for the purposes of the NES.
2. Schedule II, Part B (ii) to be replaced with the following text.

From the effective date of this Agreement, students of the University employed as casual professional/general employees shall:

  - a) have their role classified in accordance with Schedule V of this Agreement; and
  - b) be paid step 1 of the rate provided in the Higher Education Industrial Award – General Staff – Award 2020 for the classification identified at (a), plus 1%.
3. The words at sub-clause 26.4(ii) are deleted and replaced with:

The annualised salary of the employee will be reviewed by the University at 3-month intervals (or if the employment ceases earlier over such lesser period as has been worked) to ensure that compensation is appropriate having regard to the reconciliation of annualised salaries at clause 26.5.
4. Sub-clauses 26.5 (i) and (ii) be deleted and replaced with:
  - i For each employee paid an annualised salary, the University will undertake a reconciliation at 3- month intervals to establish whether the annualised salary the employee received was less than the amount the employee would have received under the Agreement (or if the employment ceases earlier over such lesser period as has been worked);
  - ii Where the reconciliation establishes that an employee on an annualised salary has been paid less than the rates of pay they would have been paid under the Agreement for performing the same work, the employee will be paid the difference over the 3-month period (or if the employment ceases earlier over such lesser period as has been worked).
5. Casual employees will not be provided with annualised salaries. Therefore, clause 26 excludes casual employees in its entirety.

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



Signature

12/02/2024

Date


## s 190 - undertakings - Charles Sturt University - 2024.02.12


Final Audit Report


2024-02-12

Created:	2024-02-12
By:	Lachlan Carr (lachlan.carr@aheia.edu.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzF_11Wqgq2BTUMBhevRZHkrqw12Lt75s


### "s 190 - undertakings - Charles Sturt University - 2024.02.12" History

 Document created by Lachlan Carr (lachlan.carr@aheia.edu.au)  
2024-02-12 - 3:46:06 AM GMT

 Document emailed to Maria Crisante (edpc@csu.edu.au) for signature  
2024-02-12 - 3:46:10 AM GMT

 Email viewed by Maria Crisante (edpc@csu.edu.au)  
2024-02-12 - 3:47:55 AM GMT

 Document e-signed by Maria Crisante (edpc@csu.edu.au)  
Signature Date: 2024-02-12 - 3:48:51 AM GMT - Time Source: server

 Agreement completed.  
2024-02-12 - 3:48:51 AM GMT

## **Student Casuals – New Structure**

### **Undertaking – Section 190 - FWC Matter No: AG2023/5306**

2. Schedule II, Part B (ii) to be replaced with the following text.

From the effective date of this Agreement, students of the University employed as casual professional/general employees shall:

- a) have their role classified in accordance with Schedule IV of this Agreement; and
- b) be paid step 1 of the rate provided in the Higher Education Industrial Award – General Staff – Award 2020 for the classification identified at (a), plus 1%.

<b>Higher Education Industry – General Staff – Award 2020</b>	<b>Base Rate Including Casual loading</b>	<b>CSU Student Rate Inclusive +1%</b>
<b>1.1</b>	\$ 31.30	\$ 31.61
<b>2.1</b>	\$ 32.80	\$ 33.13
<b>3.1</b>	\$ 33.99	\$ 34.33
<b>4.1</b>	\$ 37.03	\$ 37.40
<b>5.1</b>	\$ 38.93	\$ 39.32
<b>6.1</b>	\$ 42.86	\$ 43.29
<b>7.1</b>	\$ 46.09	\$ 46.55
<b>8.1</b>	\$ 50.21	\$ 50.71
<b>9.1</b>	\$ 56.59	\$ 57.16
<b>10.1</b>	\$ 59.81	\$ 60.41

Effective as at 6/3/2024

Note: These rates will be updated in line with the **Higher Education Industry – General Staff – Award 2020** increases as the occur.

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 the agreement.



Charles Sturt  
University

# Charles Sturt University Enterprise Agreement

2023-2025

# Table of Contents

<b>PART 1 – GENERAL .....</b>	<b>5</b>
1. TITLE .....	5
2. ARRANGEMENT (Table of Contents) .....	5
3. DEFINITIONS .....	5
4. OBJECTIVES OF AGREEMENT .....	7
5. OPERATION OF AGREEMENT .....	8
6. PARTIES.....	8
7. APPLICATION .....	8
8. FREEDOM OF ASSOCIATION .....	8
9. AVAILABILITY OF AGREEMENT .....	8
10. NO FURTHER CLAIMS .....	8
11. REOPENING OF NEGOTIATIONS .....	8
<b>PART 2 - SALARY AND RELATED ARRANGEMENTS .....</b>	<b>10</b>
12. SALARY INCREASES .....	10
13. SALARIES .....	10
14. SALARY PROGRESSION .....	10
15. SUPERANNUATION .....	10
16. VOLUNTARY SALARY PACKAGING .....	11
<b>PART 3 - MANAGING CHANGE AND WORKPLACE CONSULTATION.....</b>	<b>12</b>
17. MANAGING CHANGE .....	12
18. WORKPLACE REORGANISATION .....	15
19. EMPLOYEE CONSULTATION.....	15
<b>PART 4 - EMPLOYMENT ARRANGEMENTS .....</b>	<b>16</b>
20. TYPES OF EMPLOYMENT .....	16
21. PROBATION.....	21
22. CLASSIFICATION OF PROFESSIONAL/GENERAL POSITIONS .....	22
<b>PART 5 - HOURS OF WORK PROFESSIONAL/GENERAL EMPLOYEES AND ACADEMIC WORKLOAD ARRANGEMENTS .....</b>	<b>25</b>
23. HOURS OF WORK PROFESSIONAL/GENERAL EMPLOYEES .....	25
24. FLEXIBLE WORKING HOURS SCHEME FOR PROFESSIONAL/ GENERAL EMPLOYEES .....	27
25. PENALTY RATES.....	28
26. ANNUALISED RATES .....	29
27. OVERTIME ARRANGEMENTS FOR PROFESSIONAL/GENERAL EMPLOYEES .....	29
28. DISCRETIONARY TIME .....	32
29. HIGHER DUTIES ALLOWANCE .....	32
30. ACADEMIC WORKLOAD ARRANGEMENTS .....	33
<b>PART 6 - SEPARATION OF EMPLOYMENT ARRANGEMENTS.....</b>	<b>41</b>
31. PERIOD OF NOTICE.....	41
32. VOLUNTARY SEPARATION.....	41
33. REDUNDANCY AND RETRENCHMENT PROVISIONS .....	41



34.	ABANDONMENT OF EMPLOYMENT.....	42
35.	TERMINATION OF EMPLOYMENT DUE TO ILLNESS OR INCAPACITY .....	43
	<b>PART 7 - DISCIPLINARY PROCEDURES.....</b>	<b>44</b>
36.	GENERAL.....	44
37.	UNSATISFACTORY PERFORMANCE .....	44
38.	MISCONDUCT/SERIOUS MISCONDUCT .....	46
	<b>PART 8 - PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW .....</b>	<b>50</b>
39.	PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW .....	50
	<b>PART 9 LEAVE ARRANGEMENTS AND WORK LIFE BALANCE .....</b>	<b>51</b>
40.	ABSENCE FROM DUTY .....	51
41.	PERSONAL LEAVE.....	51
42.	ANNUAL LEAVE .....	51
43.	LONG SERVICE LEAVE .....	52
44.	PARENTAL LEAVE .....	53
45.	FAMILY AND DOMESTIC VIOLENCE LEAVE .....	56
46.	SPECIAL LEAVE .....	56
47.	GENDER AFFIRMATION LEAVE .....	57
48.	PANDEMIC LEAVE .....	58
49.	DEFENCE FORCE LEAVE .....	58
50.	LEAVE WITHOUT PAY .....	59
51.	PUBLIC HOLIDAYS.....	59
52.	JURY AND WITNESS SERVICE.....	59
	<b>PART 10 OTHER PROVISIONS.....</b>	<b>60</b>
53.	DISPUTE SETTLING PROCEDURE.....	60
54.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	60
55.	INTELLECTUAL AND ACADEMIC FREEDOM.....	61
56.	ENVIRONMENTAL SUSTAINABILITY .....	62
57.	ACCOMODATION AND MEALS FOR TRAVEL .....	62
58.	COST OF TRAVEL TO AND FROM WORK .....	62
59.	FIRST AID, TRADES AND TRADES RELATED ALLOWANCES.....	62
60.	BULLYING AND HARASSMENT .....	63
61.	FIRST NATIONS EMPLOYMENT .....	64
62.	UNION REPRESENTATION ACTIVITIES.....	65
63.	REPAYMENT OF MONIES .....	65
	<b>SCHEDULES.....</b>	<b>66</b>
	SCHEDULE I - ACADEMIC EMPLOYEE SALARY RATES.....	66
	PART A – ANNUAL SALARY RATES .....	66
	PART B – CASUAL SALARY RATES .....	67
	SCHEDULE II - PROFESSIONAL/GENERAL EMPLOYEE SALARY RATES .....	72
	PART A – ANNUAL SALARY RATES .....	72
	PART B – CASUAL SALARY RATES .....	73

SCHEDULE III - SALARY PROGRESSION..... 74

SCHEDULE IV - PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW..... 75

SCHEDULE V - CSU PROFESSIONAL/GENERAL POSITION DESCRIPTORS ..... 77

SCHEDULE VI - CSU MINIMUM STANDARDS FOR ACADEMIC LEVELS..... 83

SCHEDULE VII - ACADEMIC WORKLOAD POLICY DEVELOPMENT AND REVIEW..... 85

**SIGNATORIES TO THIS AGREEMENT ..... 87**

# PART 1 – GENERAL

## 1. TITLE

This agreement will be known as the Charles Sturt University Enterprise Agreement 2023-2025.

## 2. ARRANGEMENT (Table of Contents)

## 3. DEFINITIONS

In this Agreement the following definitions shall apply:

**Academic Year** refers to the period from 1 March in one year to the last day of February in the following year.

**Act** means *Fair Work Act 2009 (Cth)* (as amended or replaced from time to time).

**Academic employees** shall mean and refer to those employees employed under the provisions of this Agreement at the levels and salary rates set out in Schedule I - Academic Employee Salary Rates of this Agreement. The nature of work performed by academic employees is described in Schedule VI - CSU Minimum Standards for Academic Levels of this Agreement.

**Agreement** means the Charles Sturt University Enterprise Agreement 2023-2025.

**AQF10** – The Australian Qualifications Framework (AQF) is the national policy for regulated qualifications in Australian education and training. AQF10 represents Level 10 qualifications as set out in the Framework.

**AWC** means Academic Workload Committee.

**AWP** means Academic Workload Policy.

**Base rate of pay** is defined by Section 16 of the *Fair Work Act 2009 (Cth)*. It does not include extra payment such as overtime, loadings, penalty rates, allowances, incentive-based payments, or bonuses.

**Bullying** at work is repeated, unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Bullying does not include reasonable management practices, including performance management, conducted in a reasonable manner.

**Casual employee** is defined in sub-clause 20.18.

**CSU** means Charles Sturt University.

**Consultation** refers to a process in which parties exchange views and information which are not of necessity confidential, relevant to a decision, but where the decision is that of the University.

**CPSU** shall mean and refer to the Community and Public Sector Union.

**Delegated officer** shall mean and refer to the incumbent of a position which the University Council has authorised to perform particular functions in accordance with the Policy on Delegations and Authorisations and its Schedules.

**Displaced employee** shall mean and refer to an employee who occupies a position that is no longer required or can no longer be funded by the University.

**DPC** means the Division of People and Culture.

**EDPC** means the Executive Director, People and Culture.

**ECC** means the Employee Consultative Committee.

**Employee** shall mean and refer to a member of staff of the University covered by this Agreement.

**Employee representative** shall mean and refer to a person nominated by an employee to undertake representations to the University on their behalf, and who is not a currently practising solicitor or barrister.

**FWC** shall mean and refer to the Fair Work Commission.

**Family and domestic violence** refers to violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate

partner of an employee, that seeks to coerce or control the employee and/or causes the employee harm or to be fearful.

**First Nations Cultural and Ceremonial Obligations** refers to obligations that may be performed on Country or elsewhere. These may include initiation, birthing and naming, funerals, smoking or cleansing, and sacred site or land ceremonies. These may also include preparation for or attendance at: community organisation business, functions for National Aboriginal and Islander Day Observation Committee Week, Reconciliation Week, and similar State/National/Local observances, or other relevant cultural events.

**First Nations Person** means a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

**Five-day shift work employee** shall mean and refer to an employee engaged on shift work, but who does not work their ordinary hours of duty on weekends and Public Holidays regularly.

**FTE** means full time equivalent.

**HDR** means higher degree by research.

**Immediate family** shall mean and refer to an employee's spouse or former spouse, de facto spouse or former de facto spouse (spouse includes same-sex, transgender, intersex and heterosexual partnerships); or their child or adult child (including their adopted child, step-child, ex-nuptial child or foster child), parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. Other kinship and family networks may be considered on a case-by-case basis, including persons for whom the employee has significant carer responsibilities.

**Industrial dispute or grievance** shall mean and refer to an industrial matter dealt with by this Agreement.

**Intoxicated** An employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

**JCAC** means Job Classification Advisory Committee.

**Manager** refers to the head of a functional or organisational unit as defined by the University's structures or, where applicable, the person acting in the position of manager or a nominee at the equivalent or higher level.

**Management** refers to the collective responsibility of senior leaders within the University. The Agreement uses the term management where the relevant responsibility or authority cannot be assigned to a specific individual or role but is the collective responsibility of senior leaders.

**Misconduct** is defined in Clause 38 – Misconduct/Serious Misconduct of the Agreement.

**NES** means the National Employment Standards.

**NTEU** shall mean and refer to the National Tertiary Education Industry Union.

**Ordinary salary** shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty and shall not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

**Part-time employee** shall mean and refer to an employee engaged to work a fixed number of hours per week, which is less than the weekly hours for a full-time employee for the particular classification.

**Part year employee** shall mean and refer to an employee engaged to work a reduced number of weeks per year.

**Professional/general employees** shall mean and refer to those employees employed under the provisions of this Agreement and the levels and salary rates set out in Schedule II - Professional/General Salary Rates of this Agreement. The nature of work performed by professional and general employees is described in Schedule V - CSU Professional/General Position Descriptors of this Agreement.

**Redundancy** is defined in Clause 17- Managing Change.

**Resignation** shall mean and refer to a decision of an employee of the University to cease employment with the University on a specified date. The term “resignation” shall also mean and refer to the “retirement” of an employee.

**Retrenchment** is the action of making an employee redundant.

**Scholarly Activity** means the work involved in remaining up-to-date with a field of knowledge or discipline and professional development in learning and teaching practice, in line with the scholarship requirements of the Higher Education Standards Framework. All staff involved in teaching, including casual academics, receive an explicit workload allocation for scholarly activity.

**Scholarship of Teaching and Learning (SOTL)** means activities concerned with gaining new or improved understanding, appreciation and insights into a field of knowledge, and engaging with and keeping up to date with advances in the field. This includes advances in ways of teaching and learning in the field and advances in professional practice, as well as advances in disciplinary knowledge through original research.

**Serious misconduct** is defined in Clause 38 – Misconduct/Serious Misconduct of the Agreement.

**Service** shall mean and refer to service as an employee of the University or its predecessor institutions, unless otherwise stated.

**Set roster** shall mean and refer to the ordinary hours of duty to be performed by an employee in accordance with a scheduled roster pursuant to the provisions of Part 5 - Hours of Work Professional/General Employees and Academic Workload Arrangements of this Agreement.

**Seven-day shift work employee** shall mean and refer to an employee who is engaged to work shift work on weekends and Public Holidays regularly.

**Shift work**, for the purposes of this agreement and the National Employment Standards (NES), shall mean and refer to the ordinary hours of duty required to be performed by an employee in accordance with a rotating roster pursuant to the provisions of Part 5 - Hours of Work Professional/General Employees and Academic Workload Arrangements of this Agreement.

**Supervisor** shall mean and refer to an employee’s nominated supervisor, which may include an employee’s Head of School or Section (or nominee), Executive Director/Executive Dean (or nominee), or the Vice-Chancellor (or nominee).

**Termination** shall mean and refer to termination of employment at the initiative of the University.

**Trainee** shall mean and refer to an individual who is employed by the University in a professional/general position under the provisions of the relevant training scheme. A trainee does not include an individual who already has the competencies to which the traineeship is directed.

**University** shall mean and refer to Charles Sturt University.

**Unsatisfactory performance** shall mean and refer to a situation where it has been established that an employee has failed to meet, over a reasonable period of time, the standard of performance expected for the position occupied.

**Vice-Chancellor** shall mean and refer to the Chief Executive Officer of the University, or where applicable, a person acting in the position of Vice-Chancellor.

**Vice-Chancellor's nominee** shall mean and refer to, in the context of Part 7- Disciplinary Procedures, Deputy Vice-Chancellors, the Chief Operating Officer and equivalent positions.

NB: Reference to the singular number shall mean and refer to, and include, reference to the plural number.

## 4. OBJECTIVES OF AGREEMENT

Through the provisions of this Agreement, the University is seeking to strengthen its competitiveness and to achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equality. To enhance that competitiveness and to achieve these improvements, the key objectives of this Agreement are to:

- i achieve improved terms and conditions of employment for all employees of the University;
- ii achieve positive and productive partnerships between the University and all its employees and stakeholders in the pursuit of its mission, values, strategic objectives and priorities;

- iii strengthen the University's ability to attract and retain high quality employees;
- iv enhance flexibility and streamline administrative processes; and
- v maximise income generation and/or manage costs within the University to ensure its viability and to enhance its development and growth.

## **5. OPERATION OF AGREEMENT**

This Agreement shall come into force fifteen (15) working days after the approval of this Agreement by the Fair Work Commission (FWC) and shall remain in force until 4 July 2025.

## **6. PARTIES**

The parties to this Agreement are:

- i Charles Sturt University;
- ii all employees whose employment is subject to this Agreement;
- iii the Community and Public Sector Union and its officers and members; and
- iv the National Tertiary Education Industry Union and its officers and members.

## **7. APPLICATION**

- 7.1. This Agreement shall apply to all employees employed by the University under the provisions of this Agreement whether or not such employees are members of the organisation of employees referred to at Clause 6 - Parties to this Agreement.
- 7.2. This Agreement shall not apply to managerial and executive staff of the University who are remunerated in accordance with the CSU Senior Executive Remuneration Model at a rate of at least \$100 above the top of Level 10 (for professional/general employees) and the top of Level E (for academic employees).
- 7.3. This Agreement shall replace and rescind the Charles Sturt University Enterprise Agreement 2018-2021 (AG2022/47).
- 7.4. This Agreement wholly displaces and operates to the exclusion of the provisions of all other awards and agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.
- 7.5. Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure, or guideline referred to in it.
- 7.6. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **8. FREEDOM OF ASSOCIATION**

The parties to this Agreement acknowledge and accept the right of every employee of the University to freedom of association, including the right to join or not to join an organisation or association of employees.

## **9. AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be available on the website of the University. Employees may request a hard copy of the Agreement from the Division of People and Culture.

## **10. NO FURTHER CLAIMS**

No further claims relating to the matters covered by this Agreement prior to its expiration shall be pursued.

## **11. REOPENING OF NEGOTIATIONS**

Negotiations on a new enterprise agreement shall commence not later than one (1) month prior to the nominal expiry date of this agreement, when the parties will discuss:

- i the timing for the exchange of the parties' respective logs of claim;

- ii a schedule of meetings to commence negotiation of a replacement agreement after the nominal expiry date; and
- iii resourcing of enterprise bargaining.

Alternative arrangements may be agreed by the parties in writing.

## PART 2 - SALARY AND RELATED ARRANGEMENTS

### 12. SALARY INCREASES

- 12.1. This Agreement provides for the salary increases as set out at sub-clause 12.3 below for all employees to whom this Agreement applies.
- 12.2. The salary rates for employees covered by this Agreement shall be as set out in the following Schedules to this Agreement:
- i Schedule I - Academic Employee Salary Rates; and
  - ii Schedule II - Professional/General Employee Salary Rates.

Part-time employees shall be paid at a pro rata rate based on the appropriate full-time salary rate set out in the applicable Schedule referred to above.

- 12.3. Salary increases shall be made in three (3) instalments and shall take effect as follows:
- i 4.5% backdated to 13 October 2023, to be paid no later than 1 February 2024;
  - ii 3.2% effective on 11 October 2024 and payable from the first full pay period on or after that date;
  - iii 3.0% effective on 4 July 2025 and payable from the first full pay period on or after that date.

### 13. SALARIES

- 13.1. The salary of an employee on appointment shall be determined by the University within the salary range determined for the position according to qualifications, ability and experience.
- 13.2. An employee's salary shall be paid fortnightly by electronic funds transfer into an account of an approved financial institution nominated by the employee.

### 14. SALARY PROGRESSION

The provisions relating to salary progression within a classification are set out in Schedule III - Salary Progression of this Agreement.

### 15. SUPERANNUATION

- 15.1. The University's nominated default fund for all employees is UniSuper. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 15.2. The University will provide the following superannuation employer contributions:
- i For continuing employees and fixed-term employees, the employer contribution paid by the University will be at the rate of 17%;
  - ii For casual employees, the employer contribution paid by the University will be the Government Superannuation Guarantee (GSG) rate as amended from time to time by legislation.
- 15.3. At the date of commencement of this Agreement the GSG rate is 11%.
- 15.4. The superannuation contribution referred to in sub-clause 15.2 (i) above shall be calculated on the employee's base rate of pay, and allowances that form part of ordinary time earnings.
- 15.5. An employee in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that employee not been on authorised leave without pay. Such payments will be funded by the employee.
- 15.6. The University may allow up to five percent (5%) of its employees to apply to receive less than 17% employer superannuation contributions where this is permitted by their superannuation fund, provided that the combined amount of the employee's salary and other payments and employer



superannuation contributions is not thereby diminished. Notwithstanding the five percent (5%) cap, the University may allow an employee to exercise this option in cases of financial hardship.

- 15.7.** Additional superannuation payments will be made to employees who take parental leave without pay or at half pay in accordance with sub-clause 44.12.

## **16. VOLUNTARY SALARY PACKAGING**

Salary packaging is an arrangement for the purposes of receiving a base rate of pay lower than that to which an employee is entitled to in Schedule I, Part A or Schedule II, Part A in exchange for a benefit of equivalent value. Subject to applicable legislation in place at any time, employees may salary package in accordance with the University's salary packaging arrangements.

## PART 3 - MANAGING CHANGE AND WORKPLACE CONSULTATION

### 17. MANAGING CHANGE

- 17.1.** It is recognised that change will occur as the University evolves over time and as circumstances require. It is also acknowledged that sound management of workplace change requires the engagement of employees who will be directly affected by the proposed change through consultation with them and, where they so choose, their nominated employee representative or their union. Where practicable, the University will include employees who are on leave, their nominated representative or their union in the consultation process.

#### Day-to-day workplace change

- 17.2.** The processes of Academic Planning, including decisions on the academic offerings of the University, do not require the processes set out in sub-clauses 17.7 to 17.33 below. However, when a decision taken as part of academic planning leads to a proposal for workplace change (as defined in sub-clauses 17.7 or 17.17), the change proposal will be subject to consultation under this clause.
- 17.3.** Informal discussions or consideration of workplace change issues, which may or may not lead to the development of a specific change proposal, do not require the processes set out in sub-clauses 17.7 to 17.33 below.

#### Changes to rosters or hours of work

- 17.4.** Day-to-day workplace change such as changes to rosters and ordinary hours of work, or changes to reporting lines, that do not have a significant effect, as outlined in sub-clause 17.7 or 17.17, do not constitute a major or minor workplace change, but require consultation with the affected employees. The processes in sub-clauses 17.7 to 17.33 are not required to be applied.
- 17.5.** The consultation process referred to in sub-clause 17.4 will include:
- i the provision of information to the employee or employees concerned about the proposed change;
  - ii inviting employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - iii consideration by the University of any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 17.6.** Sub-clauses 17.4 and 17.5 should be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

#### Minor workplace change

- 17.7.** Employees will be consulted where there may be widespread impacts within or beyond a work unit arising from changes to:
- i technology that impacts on the manner in which work is performed;
  - ii the academic calendar that impacts on the manner in which work is performed;
  - iii the skills required of employees;
  - iv academic policy that impacts significantly on the manner in which work is performed and the professional reputation of employees of the University;
  - v initiatives that impact on employee workloads; and
  - vi closure of a work area where no redundancies are proposed.
- 17.8.** Where a University-wide project or program is established to facilitate a minor workplace change, consultation will be undertaken as part of the project.
- 17.9.** Employees may include their nominated employee representative or their union in any discussions in relation to proposed changes under this clause. The consultation process for minor changes will include:
- i the provision of information to enable affected employees to provide feedback on the proposed change;
  - ii inviting employees to give their feedback about the impact of the proposed change (including any personal and work/life balance impacts);

- iii consideration by the University of any feedback about the impact of the proposed change that is provided by the employee or employees concerned and/or their representatives.
- 17.10.** The University will provide employees with ten (10) working days to respond to the information provided under sub-clause 17.9 (i) above, unless urgent or emergency circumstances prevail, or this timeframe is amended by mutual agreement. Consultation may occur concurrently with the scoping of minor changes and iteratively in response to employee feedback.
- 17.11.** If the effect of a proposed minor workplace change meets the parameters set out in sub-clause 17.17, the change proposal process outlined in sub-clauses 17.12 to 17.33 is required.

#### **Major workplace change**

- 17.12.** Where an employee has been employed in the same or substantially similar and identically classified position, the employee will not be subject to more than one (1) change proposal involving the potential redundancy of their position in any two (2) year period.
- 17.13.** Any potentially redundant employee who has previously been subjected to potential redundancy of their position over the life of the Agreement will be offered additional tailored support.
- 17.14.** Change proposals will provide for employees engaged in a workplace consultation process to be given reasonable time away from their normal duties during the consultation period, commensurate with the extent of the proposed change, to enable them to participate and provide feedback at each step of the process.
- 17.15.** Redundancy occurs when:
- i the University decides that it no longer requires the position an employee has been performing to be done by anyone and this is not due to the ordinary and customary turnover of labour; or
  - ii the duties have so changed that for all practical purposes, the original position no longer exists.
- 17.16.** The circumstances where this may occur include:
- i all or a significant proportion of the work performed in the position is no longer required by the University;
  - ii the University changes the position with the effect of substantially changing the skills, qualifications and/or experience required for the position, or the hours of work required; or
  - iii the University decides to reduce the aggregate number of like positions that are surplus to requirements.
- 17.17.** A change proposal process is required for major workplace change involving organisational change or employment policy change that will significantly affect the job security and/or employment conditions of employees. Significant effects include:
- i termination of employment;
  - ii major changes in the composition, operation or size of the employer's workforce;
  - iii the restructuring of jobs;
  - iv transferring employees to other campus locations or sites.
- 17.18.** Where this agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.
- 17.19.** Where a workplace change (as defined in sub-clause 17.17) is likely to affect only one (1) employee, the University will discuss the proposed change individually with the affected employee.
- 17.20.** The University may invite discussion with individuals or groups of employees who may be directly affected by the major change during the development of any proposal for change.
- 17.21.** When the University has developed a firm proposal for workplace change of the kind referred to in sub-clause 17.17 and affecting more than one (1) employee, the University will develop a Draft Change Proposal outlining the particulars of the workplace change proposal under consideration. The University will invite all employees and where they so choose their nominated employee representative or their union, to provide feedback on the proposed change to ascertain any potential impacts not initially identified.

- 17.22.** The University will give the relevant unions advance notice on a confidential basis that a Draft Change Proposal will be issued. The Draft Change Proposal shall be provided in the first instance to the employees likely to be directly affected and the relevant unions before it is made available to the wider workforce.
- 17.23.** The Draft Change Proposal will also be provided to the Employee Consultative Committee (ECC) for information only.
- 17.24.** The Draft Change Proposal will include the proposed timelines for implementation and the rationale for the change, detailing:
- i aims and objectives of the change;
  - ii the likely effects of the change upon employees;
  - iii the workload and work health and safety implications of the proposed changes and any required mitigation measures;
  - iv key responsibilities of positions in the new structure (where applicable);
  - v the high-level financial implications of the proposed change;
  - vi proposed redundancies and/or redeployments; and
  - viii the job security process to be undertaken.
- 17.25.** Once the Draft Change Proposal has been provided in accordance with sub-clause 17.22, the University shall meet and consult with affected employees, and where they so choose their nominated employee representative or their union, to discuss the rationale of the proposal and the impact the proposed changes are likely to have on the employees.
- 17.26.** Affected employees, and where they so choose their nominated employee representative or their union, will be given at least fifteen (15) working days to provide a response on receipt of a Draft Change Proposal. In the event that adjustments are made to the Draft Change Proposal during the consultation period that have a material impact, the consultation period will be extended by the amount of time that had elapsed when the updated Draft Change Proposal was issued.
- 17.27.** The University will give due consideration to such submissions and, where material changes (that is, amendments to the Draft Change Proposal involving matters set out in sub-clause 17.17) are proposed, shall provide affected employees, and where they so choose, their nominated employee representative or their union, with a Revised Change Proposal. The Revised Change Proposal will set out amendments to the Draft Change Proposal and explain how feedback received was addressed in making revisions to the initial Draft Change Proposal, including but not limited to, feedback on workload concerns.
- 17.28.** Where material changes have been made to the Draft Change Proposal, the Revised Change Proposal will be subject to a further consultation period of five (5) working days. Following consideration of feedback on the Revised Change Proposal, the University will release a Final Change Plan, which will include implementation details.
- 17.29.** Where there are no material changes, the University will release a Final Change Plan, which will include implementation details.
- 17.30.** By Agreement with the Unions, the timeframes in sub-clauses 17.26 and 17.28 may be amended.
- 17.31.** The University recognises the importance of a sense of job security for its employees. The University will manage any job reductions through natural attrition, redeployment, training, voluntary separation, or, as a last resort, retrenchment. Where a workplace change proposal envisages that positions will be eliminated, the University will consult with the individual employees likely to be affected, and where they so choose their nominated employee representative or their union, on ways to avert potential job loss, or measures to mitigate the adverse effects of the job loss.
- 17.32.** The change proposal document will include a structured process to give effect to retrenchment being a last resort, as per sub-clause 17.31, which will occur as early as practicable in the change process. This will include mechanisms to seek alternatives to retrenchment, including leave without pay, long service leave, secondment, conversion to part-time employment, job sharing, job swap, pre-retirement contracts, voluntary separation, or training and redeployment. Through these mechanisms, management shall ascertain employee preferences about, and wherever practicable facilitate access to, such options.

- 17.33.** Where the measures referred to in sub-clause 17.32 are unsuccessful and a workplace change proposal leads to a position becoming redundant, the University shall implement the redeployment and redundancy provisions of this Agreement.
- 17.34.** Following implementation of a Final Change Plan, management will complete a review of the revised structure within twelve (12) months to monitor any workload and structural implications to ensure that any mitigations put in place have been effective.
- 17.35.** Any disputes arising in relation to the application of the procedural requirements of this clause shall be dealt with in accordance with Clause 53 - Dispute Settling Procedure.

## **18. WORKPLACE REORGANISATION**

- 18.1.** Where a workplace is to be reorganised following the consultation process outlined in Clause 17 - Managing Change of this Agreement, the following procedures will apply in relation to employees holding a continuing appointment:
- i where the duties of a position are not significantly changed, the incumbent shall continue to hold the position. That is, they are 'translated' to the position; or
  - ii where the duties of a position are so significantly changed that it can be regarded as a new position, or where a position is no longer required, the employee holding the position shall become an "eligible employee" for the purposes of this clause; or
  - iii where a new position is established, expressions of interest shall be called initially from amongst eligible employees within that workplace, and a merit-based selection process shall be applied.
- 18.2.** Where appropriate, the University will facilitate a job swap process to allow an exchange of positions between an eligible employee and another continuing employee who has indicated they may accept a voluntary separation. The process will be managed on a case-by-case basis.
- 18.3.** When the procedures outlined in sub-clauses 18.1 and 18.2 are concluded and there are eligible employees who do not gain positions, such employees shall become "displaced employees" for the purposes of Clause 33 - Redundancy and Retrenchment Provisions of this Agreement.

## **19. EMPLOYEE CONSULTATION**

- 19.1.** The University is committed to workplace participation, through employee consultation at the workplace level. To facilitate such consultation, the University will use a range of measures which may include the University's web facilities and email system, collaboration platforms, employee focus groups, workplace/work unit meetings and an Employee Consultative Committee (ECC) as provided for in this clause.
- 19.2.** The Employee Consultative Committee provides a forum for consultation between management and employees on matters pertaining to this Agreement and to monitor the implementation of this Agreement and other workplace relations issues including policies. New and amended policies will be referred to the ECC.
- 19.3.** The ECC shall comprise:
- i four (4) employees, comprising two (2) employees nominated by the Community and Public Sector Union and two (2) employees nominated by the National Tertiary Education Union; and
  - ii up to three (3) nominees of the Vice-Chancellor, who are employed by the University, one (1) of whom shall be the Presiding Officer.
- 19.4.** Meetings of the ECC will be convened by the University at least twice a year, or as otherwise required, and employees nominated in accordance with sub-clause 19.3 will be allowed reasonable time off during working hours to attend and prepare for meetings. In making such arrangements, the employees shall discuss the need to leave their work area with their supervisor before doing so.
- 19.5.** The University will provide adequate resources to facilitate employee consultation processes including, data collection, trend analysis of staffing and students and assessment of implementation of the Agreement.

## PART 4 - EMPLOYMENT ARRANGEMENTS

### 20. TYPES OF EMPLOYMENT

- 20.1. Employees shall be employed in only the types of employment prescribed in this Clause 20 - Types of Employment, and all appointments should normally follow the University's merit-based selection processes.

#### Continuing Employment

- 20.2. "Continuing" employment shall mean and refer to an employee who has ongoing employment with the University, subject to termination pursuant to the unsatisfactory performance, serious misconduct, or the termination and redundancy provisions contained in this Agreement. It may be offered on a full-time or part-time basis.

#### Full-time Employment

- 20.3. "Full-time" employment shall mean and refer to all employment other than "part-time" or "casual" employment as defined. It may be offered to an employee on a continuing or fixed-term appointment.

#### Part-time Employment

- 20.4. "Part-time" employment shall mean and refer to employment for less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which all salary and entitlements are paid on a pro rata basis calculated by reference to the time worked. It may be offered to an employee on a continuing or fixed-term appointment.
- 20.5. Where employment is to be made for a fraction of the ordinary hours of work, any offer of employment made by the University shall specify the fraction of the ordinary hours of work and the number of hours for which employment is offered.
- 20.6. An employee may apply to convert from full-time to part-time employment. Written applications submitted at least three (3) months prior to the proposed date of conversion, unless a shorter period is otherwise mutually agreed between the employee and the employer, should include the following information:
- i the fraction of the appointment proposed to be worked;
  - ii the duration of the proposed conversion to part-time employment;
  - iii the reason for the application; and
  - iv a recommendation from the Delegated Officer.
- 20.7. At the conclusion of the period of part-time employment, the employee shall resume their substantive full-time appointment.

#### Fixed-term Employment

- 20.8. "Fixed-term" employment means full time or part time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).
- 20.9. Fixed-term contracts may be offered for academic or professional/general positions only in the following circumstances.
- i **Specific task or project**  
"Specific task or project" shall mean a definable work activity which has a starting date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it 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.
  - ii **Research**  
"Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five (5) years.



### **iii Replacement Employee**

“Replacement Employee” means an employee:

- a undertaking work activity replacing another employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- b temporarily performing the duties of a vacant position for which the University has made a definite decision to fill the vacancy.

### **iv 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, such a person may be engaged on a fixed-term contract. For the purpose of this sub-clause, practical or commercial practice will be considered as “recent” only when it has occurred in the previous five (5) years. A fixed-term contract under this category shall be for a maximum of two (2) years.

### **v Pre-retirement contract**

Where an employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a maximum period of up to five (5) years.

### **vi Fixed-term contract employment subsidiary to a student’s enrolment**

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity within an academic unit or research unit related to a degree course that the student is undertaking, provided that:

- a such fixed-term contract employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- b that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment remain enrolled.

### **vii Apprenticeship or Traineeship**

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the University or a relevant State or Commonwealth training authority.

**20.10.** For the purpose of this clause, breaks of less than sixty-two (62) calendar days between fixed-term appointments shall not constitute breaks in continuous service.

### **Transitional Provisions for Current Fixed-Term Employees**

**20.11.** Nothing in this clause shall require the University to change the current term of the engagement of any employee employed on a fixed-term contract as at the commencement of this Agreement, during the term of that contract.

### **Conversion from Fixed-Term to Continuing Employment**

**20.12.** An employee on a fixed-term contract is eligible to apply to convert their employment to continuing employment in the following circumstances:

- i University management has determined that continuing work of the same or substantially similar duties is available;
- ii the period of fixed-term employment has exceeded a continuous period of two (2) years; and
- iii the performance of the employee since appointment has been satisfactory.

**20.13.** The classification, fraction and duties of the continuing position to which the employee converts shall correspond to the contract that was in force prior to the conversion, unless otherwise agreed between the University and the employee.

**20.14.** The provisions of sub-clause 20.12 do not apply to fixed-term contracts for:

- i academic positions at Level D or above;
- ii professional/general positions above Level 9;

- iii employment made pursuant to sub-clause 20.9 (iii), (v), (vi) and (vii);
- iv where the work the employee has been performing is no longer required or there would be insufficient work to warrant a continuing position;
- v employees who are currently subject to performance improvement requirements under sub-clause 37.3 of the agreement.

### Renewal and Expiration of a Fixed-term Contract

- 20.15.** Where the University decides to renew a fixed-term position, the University will give such further employment to the employee employed in the relevant position, provided that the employee's performance has been satisfactory in all respects.
- 20.16.** The University shall provide at least four (4) weeks' notice to a fixed-term employee of its intention to renew or not renew, employment with the employee upon the expiry of the contract. An employee with not less than two (2) years of continuous service who is aged over forty-five (45) years at the time of giving notice will be entitled to an additional week's notice. Where the employee seeks to continue employment and the University does not renew the employment, severance pay shall be payable at the employee's average service fraction, as follows:

Length of Continuous Service	Severance Pay
Less than 2 years	4 weeks' pay
2 years or more but less than 3 years	6 weeks' pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more but less than 5 years	8 weeks' pay
5 years or more but less than 6 years	10 weeks' pay
6 years or more but less than 7 years	11 weeks' pay
7 years or more but less than 8 years	13 weeks' pay
8 years or more but less than 9 years	14 weeks' pay
9 years or more but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 20.17.** The provisions of sub-clause 20.16 only apply to fixed-term contracts made pursuant to sub-clause 20.9 (i) and (ii).

### Casual Employment

- 20.18.** Casual employee shall mean and refer to an employee engaged by the University on a casual basis, with engagement being by the hour and paid on an hourly basis that includes a loading. The loading, which is an all-inclusive rate, is paid in compensation for the casual nature of the appointment and:
- i of all forms of leave, excluding family and domestic violence leave, long service leave and parental leave; and
  - ii benefits and entitlements that do not apply to casual employees.
- 20.19.** A casual employee will be paid the applicable casual hourly salary rate provided for in Schedule I - Academic Employee Salary Rates or Schedule II - Professional/General Employee Salary Rates of this Agreement. Such hourly rate includes a loading of 25% that is paid in compensation for the casual nature of the appointment in accordance with sub-clause 20.18.
- 20.20.** Where the nature of the work being offered fits one or more of the circumstances outlined in sub-clause 20.9 and is for a period of twelve (12) months or more, a casual contract cannot be offered.
- 20.21.** Casual employees will generally be engaged to undertake work which is ad hoc, intermittent, unpredictable or involves hours that are irregular. Work of a regular and systematic nature will normally be performed by continuing or fixed-term employees. Notwithstanding the provisions relating to casual conversion for certain employees, a casual employee will not have any expectation of continuing employment.
- 20.22.** A casual appointment may be terminated by either the University or the employee on one (1) hour's notice and the requirements in the provisions in this Agreement for managing unsatisfactory performance, misconduct and serious misconduct and termination of employment due to illness or incapacity do not apply.



- 20.23.** Casual employees will be provided with access to the facilities, information and communication technologies and resources necessary to perform their duties.
- 20.24.** Casual employees employed over twelve (12) months can voluntarily participate in the performance planning, development and review process.

#### **Decasualisation Program**

- 20.25.** The University commits to enhancing opportunities for casual employees to attain secure employment through the creation of new continuing positions (the program) as outlined in this Agreement.
- 20.26.** Between the nominal expiry date (31 October 2022) of the previous agreement and the nominal expiry date of this Agreement (4 July 2025), the University will reduce its use of casual employment by at least twenty percent (20%) on a full time equivalent (FTE) basis through transition to continuing employment. Based on the 2021 casual workforce, this equates to the creation of at least seventy (70) new FTE positions. Casual professional/general and academic employees converted to continuing appointments will be included against the decasualisation target.
- 20.27.** Between the nominal expiry date of the previous agreement and the end of the second full year of this Agreement, the University will create, advertise and fill at least seventy (70) FTE continuing teaching and research/creative academic positions and fifteen (15) FTE teaching focused positions in accordance with the process outlined in sub-clause 20.30, in a staged approach as follows:
- i At least thirty-five (35) FTE positions from the nominal expiry of the last agreement and by the end of the first full year (31 December 2024) of this Agreement; and
  - ii A total of seventy (70) FTE positions from the nominal expiry of the last agreement and by the end of the second full year (31 December 2025) of this Agreement, inclusive of positions created by the end of the first full year; and
  - iii At least fifteen (15) FTE teaching focused positions by the nominal expiry date (4 July 2025) of this Agreement.
- 20.28.** In addition, the University will create and advertise and use its best endeavours to fill a further fifteen (15) FTE teaching and research/creative academic positions by the nominal expiry date (4 July 2025) of this Agreement.
- 20.29.** In considering how to allocate positions created under this program, the University will take into account:
- i above average total hours of work performed by casual academic employees in work units and disciplines in the respective program year;
  - ii the anticipated prospective need for the work to be continued;
  - iii the nature and extent of casual work in the work unit;
  - iv exclusion of casual hours allocated to teaching in courses that are in teach-out or in subjects that are approved for withdrawal; and
  - v the spread of teaching requirements across Schools, disciplines and geographical location.
- 20.30.** For positions created under this program after the date of commencement of this Agreement, in the first instance, these new positions will be appointed through an expression of interest process, from fixed term and casual CSU employees who have been:
- i employed in the relevant discipline or work unit for at least one (1) teaching session in the previous three (3) years; and
  - ii performing satisfactorily in these roles as indicated by repeat employment in the discipline or work unit or performance planning, development and review process outcomes; and
  - iii awarded a PhD, have submitted a PhD thesis for examination, are currently enrolled in a PhD program or have been assessed by the University as having qualifications and experience equivalent to AQF10 (other than in circumstances where a PhD is not normally required for appointment).
- 20.31.** The University may, at its discretion, accept an application from an applicant who does not satisfy the requirements in clause 20.30 (iii) due to a career interruption or other personal reasons or who is not a recent PhD graduate and has insufficient experience, if they otherwise satisfy the requirements and are suitably qualified to perform a role created through the program.

- 20.32.** If no internal applicant is appointable to a position, the University may advertise the position externally.
- 20.33.** The University will report to each ECC meeting on the program's progress including, but not limited to:
- i the total number of positions and FTE positions established and appointed through the program in the year to date, the work units in which they were appointed and, where applicable, their discipline area and academic work function;
  - ii the ratio of casual academic employee FTE to non-casual academic employee FTE over the year to date;
  - iii levels of casualisation across the University; and
  - iv any other conversions from casual to continuing and/or fixed term employment amongst academic and professional/general employees.

### **Casual Conversion**

- 20.34.** A casual employee who meets the requirements for conversion, will be converted into a continuing position, unless:
- i the circumstances comply with the criteria for a fixed-term position in sub-clause 20.9; or
  - ii otherwise mutually agreed between the employee and employer.
- 20.35.** Where a casual employee is converted to a continuing position, the classification, fraction, and duties of the position the employee is converted into shall align with the appointment that was in place prior to conversion, unless otherwise agreed between the University and the employee. A casual academic employee will be converted to the relevant academic level in Schedule VI - CSU Minimum Standards for Academic Levels according to their qualifications, experience and responsibilities.

### **Professional/General Employees - Conversion Criteria**

- 20.36.** In addition to rights of conversion under the *Fair Work Act 2009 (Cth)*, a casual professional/general employee is eligible for conversion to continuing employment:
- i if they have been employed by the University on a casual basis in the same or a similar and identically classified position in the same workplace/work unit during the immediately preceding period of at least twelve (12) months, and the average weekly hours worked during the period totalled at least 20% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; and
  - ii the performance of the employee has been satisfactory.
- 20.37.** The University will conduct an annual assessment to determine whether any casual professional/general employees are eligible for conversion to continuing employment and if an employee is eligible, will offer conversion subject to the exemptions set out in sub-clause 20.41. A casual employee may apply for conversion at any time.
- 20.38.** For the purposes of sub-clause 20.36, casual work performed by the employee in another classification, job or workplace/work unit shall not:
- i affect the employee's eligibility for conversion; nor
  - ii be included in determining whether the employee meets eligibility requirements.

### **Academic Employees - Conversion Criteria**

- 20.39.** In addition to rights of conversion under the *Fair Work Act 2009 (Cth)*, a casual academic employee is eligible for conversion to continuing employment:
- i if they have been employed by the University on a casual basis during the immediately preceding period of at least twelve (12) months, excluding session breaks; and
    - a. the hours worked during the period referred to in (i) totalled at least six hundred and ninety (690) hours per annum; and
    - b. the employee has met the performance and conduct expectations set and adopted during their employment.
- 20.40.** The University will conduct an annual assessment to determine whether any casual academic employees are eligible for conversion to continuing employment and if an employee is eligible, will

offer conversion, subject to the exemptions set out in sub-clause 20.41. A casual employee may apply for conversion at any time.

### **Academic and Professional/General Employees – Conversion Exemptions**

**20.41.** Conversion to continuing employment in accordance with this clause will not occur in the following circumstances:

- i the employee is a genuine retiree;
- ii the employee is a student, and their employment is primarily related to their status as a student;
- iii the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within twenty-six (26) weeks from the date on which application of conversion is made;
- iv the employee has not met performance and conduct expectations set and adopted during their employment and has been assessed as not meeting expected standards or unsatisfactory (as applicable);
- v there are insufficient revenue or funding streams to provide continuing support for the employee's employment and the University provides the employee, in writing, with the reasons that the position is unable to be funded.

### **Seasonal Employment of Professional/General Employees**

**20.42.** "Seasonal employment of professional/general employees", shall mean and refer to employment offered on a continuing or fixed-term basis to work one (1) or more periods or seasons in each calendar year.

**20.43.** The category of seasonal employment will be discontinued from 30 November 2023 and no new appointments will be made under this category.

**20.44.** For employees already engaged on a seasonal employment contract prior to 30 November 2023 during the periods of the calendar year that the employee is not required to perform work, the employee will be stood down without pay. Any such stand down period will not count as service for any purpose, although it will not break the continuity of service.

## **21. PROBATION**

**21.1.** Probation is an extension of the appointment process and offers a period of mutual testing during which time decisions on continuation of employment beyond the period of probation can be made. During a period of probation, an employee shall be required to demonstrate that they have satisfactorily performed the duties and responsibilities determined by the University for their position.

**21.2.** Unless the University determines otherwise, an employee employed on a continuing or fixed-term appointment shall serve a period of probation as provided for in this clause.

**21.3.** The University is committed to ensuring due process with respect to all decisions made on the continuation or otherwise of the employment of a probationary employee. To fulfil that commitment, a probationary employee shall be advised of and afforded the opportunity to submit a written response to any adverse statements, findings or recommendations contained in a probationary report before a decision is reached to which those findings and material may be relevant.

**21.4.** To have their probationary appointment confirmed by the University at the conclusion of the period of probation, an employee will be required to have fulfilled the following requirements:

- i satisfactorily performed the duties and responsibilities of the position to which they are appointed; and
- ii complied with any special requirements or conditions attached to the offer of employment.

**21.5.** Where the employment of a probationary employee is to be terminated, the following notice periods apply, provided that the University may effect payment of salary in lieu of part or all of such notice.

- i **Academic Employees**  
Fixed-term appointments - written notice of not less than three (3) months; or  
Continuing appointments - written notice of not less than six (6) months.

## ii Professional/General Employees

All appointments – written notice of not less than two (2) weeks.

- 21.6.** A review of an employee's performance shall be conducted by the employee's supervisor with the employee throughout the probationary period, with a final probation review undertaken normally not later than four (4) weeks prior to the expiration of probation. A probation report will then be prepared by the employee's supervisor and given to the employee with an opportunity to comment. The report is to be signed by the employee's supervisor and the Delegated Officer prior to the expiration of probation.
- 21.7.** Where the University determines that the employment of a probationary employee is to be terminated, the employee shall be advised in writing of that determination.
- 21.8.** A decision reached by the Vice-Chancellor (or nominee) to terminate the employment of a probationary employee shall not be subject to internal appeal or review, except that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

### Academic Employees

- 21.9.** Unless waived by the University, in part or in full, an academic employee employed on a continuing appointment after the effective date of this Agreement will normally serve a period of two (2) years' probation. At the employee's request, a three (3) year period may be applied.
- 21.10.** Unless waived by the University in part or in full, the following periods of probation will normally apply to an academic employee employed on a fixed-term appointment:

Fixed-term Period	Period of Probation
Less than 3 years	6 months
3 years but less than 4 years	12 months
4 years or more	Up to 18 months

### Professional/General Employees

- 21.11.** Unless waived by the University, in part or in full, a professional/general employee on a continuing appointment at:
- Level 1-4 will normally serve a probationary period of four (4) months; and
  - Level 5-10 will normally serve a probationary period of six (6) months.
- 21.12.** Unless waived by the University, in part or in full, a professional/general employee on a fixed-term appointment:
- of less than one (1) year will serve a probationary period of four (4) months;
  - greater than one (1) year will normally serve a probationary period of six (6) months;
  - at Level 5 or above, will normally serve a probationary period of six (6) months.

### Movement between appointments

- 21.13.** Any probation previously served by an existing employee in a substantially similar academic or professional/general role will count as the probation requirements of subsequent appointments as per sub-clause 21.9 to 21.12.

### Departure and return

- 21.14.** The probationary period of an employee who returns to a substantially similar position with the University within two (2) years of departing may be waived.

## 22. CLASSIFICATION OF PROFESSIONAL/GENERAL POSITIONS

- 22.1.** The University will classify professional/general positions in accordance with the Professional/General Position Descriptors set out at Schedule V - CSU Professional/General Position Descriptors of this Agreement.
- 22.2.** Where the circumstances of classifying new or vacant positions meet the criteria outlined in sub-clause 17.17, a change proposal is required. The Division of People and Culture (DPC) may

evaluate the classification of new and vacant positions, and positions created or amended as a result of a workplace reorganisation.

- 22.3.** Within twelve (12) months of commencement of the Agreement, all professional/general position descriptions will be updated. Position descriptions will include the title, duties, selection criteria and position to which the role reports and will be accessible to the incumbent.
- 22.4.** The following general principles will guide classification decisions:
- i all positions are subject to these procedures, irrespective of the source or availability of funding;
  - ii the classification will be of the position not the occupant; and
  - iii classification will be based on an assessment of the position documentation, including the position description for the position against the Professional/General Position Descriptors set out in Schedule V - CSU Professional/General Position Descriptors of this Agreement.
- 22.5.** Reclassification facilitators from a range of work areas and campuses across the University, trained in job evaluation principles, will be available to assist employees and supervisors with advice about the preparation of an application for reclassification. An employee considering making an application for reclassification is strongly encouraged to discuss their application with a facilitator.
- 22.6.** An employee may submit an application for reclassification any time between 1 February and 30 November.
- 22.7.** A position will not ordinarily be considered for reclassification within twelve (12) months of its last reclassification unless there are clearly evidenced new grounds for reclassification since the last application.
- 22.8.** Positions will be classified on the basis of work value, through assessment of the required qualifications and responsibilities of the position to determine its value to the University, relative to other internal positions. The classification process does not consider an individual's qualifications, performance, effort, abilities or workload, nor is it a comparison with positions outside the University.
- 22.9.** The steps for applying for reclassification of an existing position are set out below:
- i Where they are of the view that the work value of a position has changed significantly so as to merit re-evaluation, an employee and/or supervisor may initiate a reclassification application:
    - a. Within five (5) working days of receiving an application, a supervisor will make a determination on an application and where they decline to support it, provide the reasons in writing;
    - b. The employee may proceed with the application without the support of the supervisor;
  - ii The employee or supervisor submits the application to the Delegated Officer (Executive Director, Executive Dean or equivalent) for review:
    - a. Where the application is proceeding without the support of the supervisor, the employee will attach the supervisor's reason/s to the application;
    - b. Within five (5) working days of receiving an application, a Delegated Officer will make a determination on an application and where they decline to support it, provide the reasons in writing;
    - c. The employee may proceed with the application without the support of the Delegated Officer.
  - iii The Delegated Officer or employee forwards the application to DPC for evaluation;
  - iv The position is reviewed by DPC and, where reclassification is endorsed, a recommendation is made to the Executive Director, People and Culture (EDPC) within twenty (20) days of receipt of the application;
  - v Where reclassification is not endorsed, the application will be referred to the next scheduled meeting of the Job Classification Advisory Committee (JCAC). The position is reviewed by JCAC and a recommendation on whether or not the position should be reclassified is made to the EDPC;

- vi The employee and Delegated Officer are notified of the outcome of the application within twenty (20) working days of the EDPC decision and the finalised position description is provided to the employee;
- vii Where a recommendation to upgrade a position to a higher classification level is not approved by the EDPC, the incumbent and the supervisor shall be provided with a written statement of the reasons for this decision.

**22.10.** Each JCAC shall comprise the following membership:

- i one (1) employee, who is a senior employee of the University trained in job evaluation agreed in writing between the unions and the University, who shall be the Chair of the committee;
- ii two (2) non-academic employees nominated by the Vice-Chancellor; and
- iii two (2) professional/general employees nominated by the unions (normally one from the CPSU and one from the NTEU, however, if one union declines to participate, the other may send a second nominee provided they have been trained in job evaluation in accordance with 22.13).

**22.11.** An equal opportunity representative, nominated by the Executive Director, People and Culture, with a right of audience and debate, shall be in attendance to ensure equity principles are maintained.

**22.12.** The composition of the JCAC, including the equal opportunity representative and the details of facilitators will be a standing agenda item for the ECC.

**22.13.** All DPC and JCAC members involved in classification will be trained by the University in job evaluation.

**22.14.** The JCAC shall evaluate positions referred to it twice a year (by June and December) and shall make recommendations on the classification levels of the positions submitted for evaluation.

**22.15.** Where a recommendation to upgrade a position to a higher classification level is approved by the EDPC, the incumbent shall continue in the position and be paid the higher salary level from the date the completed application was received by DPC.

**22.16.** The decision of the EDPC on the recommendation of DPC or JCAC, shall be final and not be subject to internal appeal or review.

**22.17.** Any disputes arising in relation to the application of the procedural requirements of this clause shall be dealt with in accordance with Clause 53 – Dispute Settling Procedure.

**22.18.** The provisions of sub-clauses 22.9 (iii) to (v) will come into effect in the first February following commencement of the Agreement. Up until that time, all applications for reclassification will be considered by the JCAC.



## **PART 5 - HOURS OF WORK PROFESSIONAL/GENERAL EMPLOYEES AND ACADEMIC WORKLOAD ARRANGEMENTS**

### **23. HOURS OF WORK PROFESSIONAL/GENERAL EMPLOYEES**

#### **Objectives**

- 23.1.** This clause aims to achieve a balance between an employee's goals, aspirations and work/life balance and the goals, needs and commitments of their work unit and the University.
- 23.2.** The objective of this clause is to ensure that workloads are equitable, transparent and manageable.

#### **Introduction**

- 23.3.** To accommodate increasing competition for students, declining government funding and continuing and rapid changes in communication and information technology, it is important that a degree of flexibility be available to the University to enable it to fulfil its objectives and strategic priorities as outlined in the University Strategy.
- 23.4.** To meet these needs and to remain competitive with other providers of higher education both in Australia and overseas, the availability of the University's business and allied services in a number of sections will operate on a seven (7) day a week basis, subject to the conditions set out in this clause. An employee may be engaged as a five (5) day or seven (7) day shift worker or on a set roster to ensure that the operational needs of the University are met.

#### **Professional/General Employee Workload**

- 23.5.** The following principles will apply to the allocation of work to professional/general employees:
- i supervisors will monitor workloads to determine whether an employee has been assigned a workload which cannot reasonably be undertaken within their ordinary hours of work. It is the responsibility of the employee's supervisor to ensure that the employee does not work excessive hours;
  - ii in accordance with sub-clause 27.3 of this Agreement, a supervisor may request an employee to work a reasonable amount of overtime. Any overtime worked must be by mutual agreement with the employee, taking into account the impact of the proposed additional hours to be performed on a daily, weekly and monthly basis and the need for adequate rest breaks and work/life balance;
  - iii employee workloads will be managed in the context of the responsibilities within the relevant position description and the employee's level of appointment;
  - iv in the first instance, concerns about workload or balance of duties undertaken should be raised by the employee/s with their supervisor;
  - v if the concerns are not resolved the employee/s can request a workload review with:
    - a. the supervisor;
    - b. the Head of their work unit, if the matter is not able to be resolved with their supervisor;
    - or
    - c. the Division of People and Culture (DPC) if the matter is not able to be resolved with the Head of their work unit.
- 23.6.** When a workload review has been requested by the employee/s, the review will be initiated within ten (10) working days of receipt of the request.
- 23.7.** In resolving concerns about workload, management will, in consultation with the affected employee/s, consider a range of relevant and available information impacting on the function/s required to be performed. This information may include timekeeping, leave and work health and safety records, position descriptions and work calendars.
- 23.8.** Where the review finds that employee workloads are excessive, the supervisor and the employee/s will work together to develop solutions to reduce the workload, without causing work intensification for others.
- 23.9.** If the matter remains unresolved, the employee may seek redress either under the Complaints Policy or Clause 53 - Dispute Settling Procedure of this Agreement.

## Ordinary Hours of Duty

- 23.10.** The ordinary hours of work for all professional/general employees shall normally be one hundred and forty (140) hours per four (4) weeks (an average of thirty-five (35) hours per week). However, an employee whose hours of duty are not worked under the provisions of Clause 24 - Flexible Working Hours Scheme for Professional/General Employees – of this Agreement shall be entitled to payment of overtime for all authorised work in excess of one hundred and forty (140) hours in an accounting period of four (4) weeks.
- 23.11.** The Head of the work unit or their nominee shall be responsible for the scheduling of the hours of duty for each employee in their work unit. In doing so, the following issues shall be taken into consideration:
- i the strategic priorities and operational needs of the work unit;
  - ii the work, health and safety responsibilities of the University and employee(s); and
  - iii the circumstances of the employee(s), including family or personal responsibilities.
- 23.12.** An employee may be required by their supervisor to work their daily ordinary hours of duty on any five (5) days in a week, Monday to Sunday subject to sub-clause 23.13 hereof. Unless agreed otherwise between the employee and the Delegated Officer, an employee shall have two (2) consecutive days off work in any one (1) week.
- 23.13.** Unless otherwise stated in this agreement, an employee required to work any of their ordinary hours of duty on a Saturday, Sunday or Public Holiday shall be paid, in addition to their ordinary salary, a loading as follows:
- i 50% for all hours worked on a Saturday;
  - ii 100% for all hours worked on a Sunday; and
  - iii 150% for all hours worked on Public Holiday except where provided otherwise in this Agreement.
- 23.14.** In the case of casual employees, the loadings in sub-clause 23.13 are in addition to the loading for casual employment.
- 23.15.** Where an employee is required to travel on University business, the employee and the supervisor will agree on how any additional hours on duty will be recorded and reconciled.
- 23.16.** An employee who is required to work their ordinary hours of duty on a Saturday and/or Sunday shall be given notice of not less than one (1) week of such a requirement. This requirement may be waived by agreement between the employee and the Delegated Officer.
- 23.17.** In requiring attendance on a Public Holiday, the University shall make every endeavour to restrict such attendance to those employees who wish to work on such days.
- 23.18.** The ordinary hours of duty for an employee shall not exceed ten (10) hours on any one (1) day.

## Span of Ordinary Hours

- 23.19.** The span of ordinary hours for professional/general employees shall normally be as follows:
- i For employees working under the provisions of the University's Flexible Working Hours Scheme, from 7:00am to 7:00pm;
  - ii For employees working under a set roster, from 6:00am to 10:00pm; and
  - iii For employees engaged on shift work, the hours worked between the starting and finishing times of the shift for which the employee is rostered.
- 23.20.** Where a professional/general employee is directed by their supervisor to work outside the span of ordinary hours set out in sub-clause 23.19, the overtime provisions of sub-clause 27.9 will apply.
- 23.21.** Supervisors are responsible for ensuring employees complete timesheets that accurately reflect the employee's actual hours of work performed.

## Rostered Days Off

- 23.22.** Where an employee engaged on shift work or a set roster is required to work additional hours and accumulates sufficient time, they may take the equivalent time off on full pay in each month. Time accrued towards Rostered Days Off (RDOs) is calculated at ordinary hours, except that additional



time credits for work on Saturday, Sunday and Public Holidays, if not paid as a loading pursuant to sub-clause 23.13 shall be as follows:

- i 50% for all hours worked on a Saturday;
- ii 100% for all hours worked on a Sunday;
- iii 150% for all hours worked on a Public Holiday except where provided otherwise in this Agreement.

### **Altering Rosters**

**23.23.** A roster may be altered by mutual consent at any time or by the University on notice of not less than one (1) week.

### **Split Shifts - Shift Work and Set Roster**

**23.24.** The maximum time period between split shifts shall not exceed six (6) hours.

### **Meal Break - Other than Shift Work**

**23.25.** An employee shall not be required to work for more than five (5) consecutive hours without a meal break. A meal break shall be for at least thirty (30) minutes but not more than one (1) hour. Time taken as a meal break shall be unpaid and shall not count as time worked.

**23.26.** An employee shall be entitled to a morning and afternoon tea break of not more than ten (10) minutes on any day. Such a break shall not interrupt or disrupt the service or operational needs of the section. A tea break for outdoor workers shall normally be taken in the nearest tearoom.

### **Meal Break - Shift Work**

**23.27.** An employee employed on shift work shall not be required to work for more than five (5) consecutive hours without a meal break. Such a break shall be for a period of twenty (20) minutes and shall count as time worked and be paid at the appropriate rate.

## **24. FLEXIBLE WORKING HOURS SCHEME FOR PROFESSIONAL/GENERAL EMPLOYEES**

**24.1.** The University has in place a policy titled Flexible Working Hours Scheme. The major purpose of the Scheme is to assist employees to balance their work and family/personal responsibilities through the development of mutually beneficial working arrangements with their supervisor. The ordinary hours of work for employees working under this Scheme shall normally be set within the span of hours 7.00am to 7.00pm.

**24.2.** The Flexible Working Hours Scheme shall not apply to those employees:

- i engaged on shift work or a set roster;
- ii employed in a University Child Care Centre who are required to work their ordinary hours of duty within a specific span of hours to comply with licensing arrangements;
- iii appointed to a position at Level 9 and above; or
- iv who, because of operational requirements, have the times at which their ordinary hours of work are to be performed set by the Delegated Officer of their work unit.

**24.3.** In each accounting period of four (4) weeks, an employee may accumulate and carry forward a maximum of fourteen (14) hours to credit or fourteen (14) hours to debit. With the prior written approval of the supervisor, an employee may accumulate hours to credit in excess of fourteen (14) hours up to a maximum of thirty-five (35) hours.

**24.4.** Any debits in excess of fourteen (14) hours at the end of each accounting period shall result in either a reduction in the employee's accrued annual leave or a salary reduction.

**24.5.** Where an employee has accumulated thirty-five (35) hours to credit, the supervisor and the employee will reach agreement on a plan to take the hours or to be paid out at the appropriate rate, taking into consideration the employee's health and safety.

**24.6.** Where an employee's accumulated credit hours reach thirty-five (35) and the employee is unable to take their credit hours or agreement is not reached in accordance with sub-clause 24.5, the accumulated credit hours will be paid out at the ordinary hourly rate.

- 24.7.** Accumulated hours to credit for ordinary hours of duty performed on a Saturday shall attract additional time credit of 50% for all such hours.
- 24.8.** Accumulated hours to credit for ordinary hours of duty performed on a Sunday shall attract additional time credit of 100% for such hours.
- 24.9.** Accumulated hours to credit for ordinary hours of duty performed on a Public Holiday shall attract additional time credit of 150% for such hours.
- 24.10.** Accumulated hours to credit shall be taken at a time convenient to both the employee and their supervisor.
- 24.11.** Where an employee resigns or transfers to a position in a new work unit and the employee is unable to take their credit hours, the accumulated credit hours (approved in accordance with sub-clause 24.3) will be paid out at the ordinary rate applicable to the position the employee held on the day prior to exit or transfer.
- 24.12.** Overtime worked pursuant to the overtime provisions set out in this Agreement shall not add to time credits accumulated under the Flexible Working Hours Scheme.
- 24.13.** Where an employee works flexible working hours in a period that might otherwise attract a penalty rate or loading/allowance, the penalty or allowance provisions of this Agreement shall not apply.
- 24.14.** Work directed outside the span of hours set out in sub-clause 23.19 (i) attracts overtime or time in lieu of overtime in accordance with sub-clause 27.22.

## **25. PENALTY RATES**

### **Shift Work**

- 25.1.** Employees engaged on shift work who are required to work on any of the shifts referred to below at (i) to (vi), shall be paid, in addition to ordinary salary, the relevant shift penalty for all hours worked Monday to Friday on the following shifts:
- i a 10% shift penalty applies to an "Early Morning Shift" where the ordinary hours of duty commence after 4.00am and before 6.00am;
  - ii no shift penalty applies to a "Day Shift" where the ordinary hours of duty commence not earlier than 6.00am and before 10.00am;
  - iii a 12.5% shift penalty applies to an "Early Afternoon Shift" where the ordinary hours of duty cease after 6.30pm and before 8.30pm;
  - iv a 15% shift penalty applies to an "Afternoon Shift" where the ordinary hours of duty cease between 8.30pm and midnight;
  - v a 17.5% shift penalty applies to a "Night Shift" where the ordinary hours of duty cease during the period after midnight and 8.00am; or
  - vi a 30% shift penalty applies to a "Permanent Night Shift" where night shifts are worked shifts that do not rotate or alternate with another shift so as to give the employee at least one third (1/3) of an employee's working time off night shift in each roster period.

### **Set Roster**

- 25.2.** Employees engaged on a set roster and who are required to commence work before 6.00am or to work after 7.00pm on any day, Monday to Friday, both days inclusive, shall be paid, in addition to ordinary salary, a penalty rate of 15% for all hours worked before 6.00am or after 7.00pm on any of those days.
- 25.3.** The penalty rates specified in sub-clause 23.13 shall apply for all ordinary hours of duty worked on a Saturday, Sunday or Public Holiday, provided that such rates shall be in substitution for, and not cumulative upon, any shift penalty rate specified in sub-clause 25.1 hereof.
- 25.4.** An amount paid pursuant to sub-clauses 25.2 and 25.3 shall not form any part of the calculation for or the payment of overtime.

## 26. ANNUALISED RATES

**26.1.** The University may implement annualised salary rates for part-year employees or for employees in positions which require irregular hours. The annualised salary will incorporate overtime and/or penalty rates previously paid for "out of hours" work.

**26.2.** Any incorporated amount which may be introduced pursuant to sub-clause 26.1 will be:

- i adjusted using the same calculation for changes in the base salary for the position;
- ii recognised for all paid leave, superannuation and termination purposes;
- iii paid as compensation for irregular hours and the exclusion of penalty payments in respect of interrupted meal breaks and failure to receive the recognised breaks between the work of successive days; and
- iv fixed as inclusive of overtime and/or penalty rates and all incidents of employment involving after hours duty other than accommodation and meal allowances.

**26.3.** The implementation of, or a change to, an annualised salary rate may only occur following consultation with the affected employee.

### **26.4. Annualised salary not to disadvantage employees**

- i The annualised salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- ii The annualised salary of the employee may be reviewed once a year, on request by either party to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annualised salary.

### **26.5. Reconciliation of annualised salaries**

- i For each employee paid an annualised salary, the University will undertake a reconciliation, at two (2) month intervals, to establish whether, for work performed under the Agreement in the preceding two (2) months, the employee's total wages were less than or equal to the total wages the employee would have been entitled to under the Higher Education Industry – General Staff – Award 2020.
- ii Where the reconciliation establishes that an employee on an annualised salary has been paid the same or less under the Agreement than they would have been paid under the Award for performing the same work, the employee will be paid in the following pay period, the difference between the wages payable under the relevant Award and the wages paid under the Agreement over the two (2) month period plus 1% of the difference.
- iii Any reconciliation payment will be identified and paid in the following fortnightly pay.

## 27. OVERTIME ARRANGEMENTS FOR PROFESSIONAL/GENERAL EMPLOYEES

**27.1.** The provisions of this clause shall apply only to professional/general employees, including those engaged on shift work or a set roster, except where provided otherwise in this Agreement. The provisions of this clause shall not apply to academic employees of the University, nor to those employees who receive a salary which exceeds the maximum salary rate for Level 8 set out at Schedule II - Professional/General Employee Salary Rates, of this Agreement, except where provided for at sub-clause 27.24.

### **Definition**

**27.2.** Overtime shall mean and refer to:

- i all ordinary hours of duty performed by an employee, other than those engaged on shift work, on any day, Monday to Sunday (both days inclusive), which exceed ten (10) ordinary hours;
- ii all authorised work by an employee on a day on which the employee is not required or rostered to work;
- iii all authorised work by an employee engaged on shift work in excess of their ordinary hours of work on any day;

- iv all authorised work by an employee whose hours of duty are not worked under the provisions of the University's policy on Flexible Working Hours, excluding additional hours worked that are taken as an RDO, and which exceed the designated number of ordinary hours of work provided for in sub-clause 23.10 of this Agreement; and
- v all authorised work performed outside the span of hours set out in sub-clause 23.19 of this Agreement.

### **General Conditions**

- 27.3.** A supervisor may require an employee to work a reasonable amount of overtime and the employee shall work in accordance with such requirement. In determining the amount of overtime to be worked by an employee, the supervisor shall make reasonable allowance for the family or personal responsibilities of the employee.
- 27.4.** Overtime shall not be payable for any period of work of less than one quarter (1/4) of an hour.
- 27.5.** An employee, including a person employed on shift work, required to work more than four (4) consecutive hours of overtime on any day, shall be entitled to a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.
- 27.6.** A casual employee may be engaged to work up to ten (10) hours on any day before overtime is paid. In such circumstances, overtime shall be paid at the rate of double time.
- 27.7.** Overtime shall be arranged wherever reasonably possible to ensure that an employee has not less than ten (10) consecutive hours off duty between the work of successive days.
- 27.8.** Where the University requires casual work to be undertaken in a category of work that may be performed by a part-time employee, the University may offer such employment to the employee on a casual basis.

### **Payment of Overtime**

- 27.9.** Employees shall be paid overtime at the following rates and under the following conditions:

- i **Payment at the Rate of Time-and-One-Half**

- a. the first two (2) hours of overtime worked in excess of ordinary hours of duty on any day, other than on a Sunday or Public Holiday, by an employee whose hours of duty are not worked under the provisions of the University's policy on Flexible Working Hours; and
- b. all overtime worked on a Saturday.

- ii **Payment at the Rate of Double Time**

- a. all authorised hours of duty worked by an employee in excess of ten (10) hours on any day on which the employee is required to work, excluding Public Holidays; and
- b. all overtime worked by an employee referred to in sub-clause 27.9 (i) (a) in excess of the hours set out in that sub-clause; and
- c. all hours the employee is directed by their supervisor to work outside the span of ordinary hours set out in sub-clause 23.19 (hours claimed as overtime, whether within or outside span, cannot also be claimed under Clause 24 - Flexible Working Hours Scheme for Professional/General Employees; and
- d. all overtime worked on a Sunday.

- iii **Payment at the Rate of Double Time-and-One-Half**

- a. all authorised work performed by an employee on a Public Holiday.

- 27.10.** No minimum payment shall be made for any overtime worked that is continuous with ordinary hours of duty.
- 27.11.** A minimum payment of three (3) hours shall be paid at the appropriate rates set out above in sub-clause 27.9 for those employees required to work overtime on a day on which the employee is not ordinarily required or rostered to work, except where provided otherwise in this Agreement.

### **On-Call**

- 27.12.** For the purposes of this sub-clause, the term "on-call" shall mean and refer to an employee who is required outside of their ordinary hours of duty to be on-call to attend to an emergency or breakdown on the premises of the University or remotely.
- 27.13.** The times during which an employee is expected to be available for an on-call period shall be notified to the employee in advance in writing. Such notice shall not normally be less than twenty-four (24) hours.
- 27.14.** An employee shall be paid an allowance at a rate equivalent to 18% of their ordinary hourly rate of salary for all hours on which they are required to be on-call.
- 27.15.** Where an employee who is on-call, is called back to attend the University's premises to carry out work, the employee shall be paid for such work at the rate of double time, provided that a minimum payment of two (2) hours shall apply to attend to such work.
- 27.16.** Where an employee who is on-call, is required to carry out work and such work can be undertaken without the employee attending the University's premises (ie, carry out such work at their place of residence or other notified location), the employee shall be paid for such work at the rate of time and a half, provided that a minimum payment of one (1) hour shall apply to attend to such work.
- 27.17.** An employee required to be on-call shall not be paid for those hours during an on-call period where they were not available or were unable to work due to illness or unforeseen circumstances.

### **Call Back**

- 27.18.** An employee who was not rostered to be on-call and has left the premises of the University at the completion of their ordinary hours of duty and is required to return (call-back) shall be paid at the rate of double time for such attendance. Such time will be paid at a minimum of three (3) hours.
- 27.19.** The provisions of sub-clause 27.18 shall not apply where a period of duty is continuous (subject to reasonable meal break) with the completion of ordinary working time or where it is customary for an employee to return to perform a specific job outside of ordinary hours of duty.

### **Rest Periods after Call Back**

- 27.20.** Pursuant to the call-back arrangements in sub-clause 27.18, an employee shall, wherever reasonably possible, be given not less than ten (10) hours off duty before resuming their ordinary hours of duty on the day immediately following the completion of such work. An employee who is required to resume duty before having ten (10) hours off duty shall be paid at the rate of double time until such time as they are released from duty.
- 27.21.** Following the completion of such work, the employee shall be entitled to be absent from duty until ten (10) consecutive hours off duty has lapsed and shall be paid ordinary salary for any normal hours of duty occurring during such absence.

### **Time in Lieu of Overtime**

- 27.22.** By mutual agreement between the employee and the supervisor, time in lieu of overtime may be accumulated. Such time in lieu shall be calculated at the rate applicable to the overtime worked.
- 27.23.** Time in lieu of overtime shall be deemed to be taken in the order in which the overtime was worked. Any accrual outstanding after six (6) months shall be paid at the salary rate applicable at the time such overtime was worked.

### **Overtime Maximum**

- 27.24.** An employee whose classification level is above professional/general Level 8 shall not be entitled to the payment of overtime or the granting of time in lieu of overtime. Provided that the University may waive this requirement in special circumstances, in which case the payment of overtime shall be based on the salary rate applicable to professional/general Level 9, Step 1, as set out in Schedule II - Professional/General Employee Salary Rates of this Agreement.

### **Meal Allowances**

- 27.25.** An employee who is required to work approved overtime shall be paid meal allowances in accordance with the following provisions:

- i an employee engaged as a seven (7) day shift work employee shall be paid a meal allowance when required to commence work at least four (4) hours before their usual starting time; or finish work at least four (4) hours after their usual finishing time; and
- ii all other employees, with the exception of academic employees, shall be paid for breakfast when required to commence work before 6.00am and being at least one (1) hour before their usual starting time and for an evening meal when required to work beyond 7.00pm and not paid a loading in accordance with sub-clause 25.2.

**27.26.** Where an employee is provided by the University with a meal for the purposes of sub-clause 27.25, the allowance to be paid to the employee shall be the charge, if any, made to the employee by the University for the meal.

**27.27.** A meal allowance shall not be payable where overtime is paid to an employee for the time taken for a meal break.

## **28. DISCRETIONARY TIME**

**28.1.** Level 9 and 10 employees are able to work in a flexible manner. This means that arrangements for managing variations in attendance times and short-term absences, including full days, may be agreed in advance with the employee's supervisor to assist the employee to maintain work/life balance.

**28.2.** Where substantial additional work is required, discretionary time is able to be accessed by agreement with the employee's supervisor. Discretionary time will not replicate the Flexible Working Hours Scheme. No payment shall be made in lieu of discretionary time.

**28.3.** Reasonable requests for time off under these arrangements will not be refused, except for operational reasons.

## **29. HIGHER DUTIES ALLOWANCE**

**29.1.** A higher duties allowance (HDA) will be paid when an employee is authorised to act in a higher level position in circumstances that include, but are not limited to:

- i the absence of the incumbent of a position on leave or secondment;
- ii to undertake a project with responsibilities at a higher level than the employee's ordinary work;
- iii pending recruitment after the resignation of an employee or to a newly established position.

**29.2.** An employee who is authorised to act in a higher level position and who performs the whole of the duties and responsibilities of such a position shall be paid an allowance for the period served. Payment shall be made at the rate of the difference between the employee's ordinary salary and the minimum salary for the higher level position, provided that:

- i where all other conditions have been fulfilled, but the employee does not perform the whole of the duties and responsibilities of the higher level position, the amount of the allowance, shall be determined by the supervisor and advised in writing to the employee;
- ii periods of relief of less than five (5) consecutive working days shall not be taken into account;
- iii an allowance shall not be payable where a period of leave of absence taken by an employee acting in a higher level position exceeds five (5) consecutive working days; and
- iv an employee acting in a higher level position shall not be paid an allowance that, together with salary, would exceed the amount he or she would have been eligible to receive if appointed to such position.

**29.3.** An employee is entitled to refuse or relinquish a higher duties role, with five (5) working days' notice.



## 30. ACADEMIC WORKLOAD ARRANGEMENTS

### Introduction

- 30.1.** Through the provisions of this clause, the University is seeking both to fulfil its academic mission and to assist its academic staff to achieve their career goals and aspirations, taking into account the strategic priorities that apply to the University from time to time.
- 30.2.** The objective of this clause is to ensure that workloads are equitable, transparent, manageable and without risk to health and safety.

### Principles

- 30.3.** A supervisor will not ask an employee to work excessive hours. It is the responsibility of the University's supervisors to ensure that an employee is not working excessive hours and is not working in excess of any hours of work or limits prescribed by this Agreement.
- 30.4.** It is the responsibility of Heads of School or equivalent to plan academic workloads sufficiently in advance to allow for the provisions of this clause to be met in a timely manner.

### Academic Workload Policy

- 30.5.** Consistency of academic workloads across Faculties and Schools will be guided by the University-wide Academic Workload Policy (AWP).
- 30.6.** Schedule VII - Academic Workload Policy Development and Review sets out the process for the development and the amendment of the AWP, including the process for approving variations.

### Academic Workload Committee

- 30.7.** The University and the NTEU shall maintain an Academic Workload Committee (AWC) for the purposes of monitoring and supporting the implementation of, and compliance with, this clause.
- 30.8.** The committee will be comprised of:
- i the Deputy Vice-Chancellor (Academic) or nominee (Chair);
  - ii an academic representative from each of the three (3) Faculties;
  - iii three (3) employees nominated by the NTEU;
  - iv DPC representative (ex-officio); and
  - v WHS representative (ex-officio).
- 30.9.** The role of the Committee is to:
- i develop, review, monitor, and evaluate the application of the University-wide AWP in accordance with this clause and Schedule VII - Academic Workload Policy Development and Review of the Agreement;
  - ii receive and review requests for variations to the AWP for an academic unit or discipline, and endorse where appropriate;
  - iii monitor the academic workload processes in the context of overall quality assurance;
  - iv monitor the workplace health and safety implications, including work overload, of the AWP;
  - v research, review and promulgate workload management best practice;
  - vi provide advice on workload management and policy variations when requested; and
  - vii discuss and assess the impact of new teaching technologies and recommend revisions to the AWP as necessary.
- 30.10.** The Workload Committee shall meet at least five (5) times each year.

### Work Functions

- 30.11.** The normal annual workload for a full-time equivalent (FTE) academic employee is one-thousand, seven hundred and twenty-five (1,725) hours, which is derived from forty-six 46 weeks (52 weeks less four (4) weeks annual leave and two (2) weeks of public holidays) multiplied by thirty-seven and a half (37.5) hours per week.

**30.12.** Based on their work function, academic staff are entitled to and will be allocated an appropriate mix from the following activities:

- i teaching and scholarly activity;
- ii research and/or creative activity including scholarship of teaching and learning;
- iii professional activity; and
- iv leadership and service.

Work Function	Academic Year/s Commencing	Teaching	Research/Creative	Professional Activity	Service
Teaching and Research/Creative and Charles Sturt Academic Fellow	2023	Maximum of 60% (1,035 hours) <sup>1</sup>	Minimum of 30%	-	Minimum of 10%
	2024-2025	Maximum of 55% (948.75 hours) <sup>1</sup>	Minimum of 35%	-	Minimum of 10%
	From 2026	Maximum of 45% (776.25 hours) <sup>1</sup>	Minimum of 40%	-	Minimum of 15%
Teaching and Professional	2023-2025	Maximum of 60% (1,035 hours) <sup>1</sup>	Subject to sub-clause 30.13	Minimum of 30%	Minimum of 10%
	From 2026	Maximum of 55% (948.75 hours) <sup>1</sup>	-	Minimum of 30%	Minimum of 15%
Scholarly Teaching Fellow	From 2023	Maximum of 80% (1,380 hours) <sup>1</sup>	-	-	Minimum of 20%
Teaching Focused	From 2023	Maximum of 80% (1,380 hours) <sup>2</sup>	Subject to sub-clause 30.13	-	Minimum of 10%
Research Focused <sup>3</sup>	From 2023	Maximum of 30% (517.5 hours) <sup>1</sup>	Minimum of 60%	-	Maximum of 20%
Academic Institutional Leadership	From 2023	A mix of activities as agreed between the employee and the supervisor, provided that where an employee's substantive work function is Teaching and Research/Creative, they are entitled to a minimum 10% research/creative allocation.			

**Notes:**

- <sup>1</sup> 5% of teaching allocation is dedicated to scholarly activity.
- <sup>2</sup> 10% of teaching allocation is dedicated to scholarly activity.
- <sup>3</sup> An employee with a research focused work function may exceed the maximum 30% teaching workload allocation for HDR supervision by mutual agreement with their supervisor.

**30.13.** From the 2024 academic year, academic staff on a teaching focused or teaching and professional work function may request a 10% research/creative allocation. Heads of School (HOS) or equivalent will evaluate such requests against the employee's demonstrated ability to undertake these activities in a field of research relevant to the work unit in question and such requests will not be unreasonably denied. In the event that the employee secures research funding, the HOS may agree to a higher research allocation.

**30.14.** With the approval of the supervisor of the employee, work associated with the completion of an HDR that is a requirement of the employee's professional development (see Schedule IV - Performance Planning, Development and Review) will be allocated as the full research component of the employee's total workload for research and/or creative activity, provided that:



- i the HDR aligns with the field of knowledge to which the employee is appointed;
- ii the employee provides the Head of School or equivalent with an annual statement from their HDR supervisor which certifies that demonstrable and satisfactory progress is being made on the degree;
- iii this allocation is applied on a pro rata basis in the year in which the degree is commenced and in the year it is passed by an examination committee or equivalent;
- iv the allocation is applied on a pro rata basis in any year in which the employee takes a period of approved leave of absence from their studies; and
- v the allocation does not exceed the standard duration for completion of the degree (excluding leave of absence from their studies).

### Change of Work Function

**30.15.** Upon application by the employee and with the approval of their supervisor, an employee is entitled to move between work functions. An employee may submit a written application six (6) months prior to the proposed change in function commencing, unless a shorter timeframe is mutually agreed. The application will include details of the rationale for the change, the end date of the change and the expected outcomes during the nominated period. The period of a change in function will be mutually agreed. At the expiration of the approved period, the employee will return to their previous work function. This return to their previous work function can be modified by the mutual agreement of the employee and the supervisor, normally with a period of six (6) months' notice. A reasonable notice period will be allowed prior to any discussion relating to movement between work functions, and an employee may have a support person in attendance at such a meeting. This clause does not apply to secondments or buy out of teaching.

### Teaching Focused Cap

- 30.16.** The University will aim to limit the proportion of teaching focused academic staff to 17% of the total equivalent full time academic employees of the University.
- 30.17.** The University may extend the proportion of teaching focused academic employees to a maximum of 20% by creating new positions or through employee-initiated requests by current academic employees to transition to a teaching focused work function from another work function. The University will provide data on the total number of teaching focused academic employees (FTE) and the total number of academic employees (FTE) to the ECC twice a year, or up to quarterly if requested by the ECC.
- 30.18.** Where new positions are created, all new teaching focused positions will be filled through an expression of interest process from among fixed term and casual University employees who have been:
- i employed in the relevant discipline for at least one (1) teaching session in the previous three (3) years; and
  - ii performing satisfactorily in their role as indicated by repeat employment in the discipline or performance planning, development and review outcomes.
- 30.19.** If no internal applicant is appointable to a new teaching focused position, the University may advertise the position externally.
- 30.20.** Where an employee-initiated request for transition to a teaching focused function is made, sub-clause 30.15 will apply.
- 30.21.** Scholarly Teaching Fellows and appointments to the School of Policing Studies are excluded from calculation of the teaching focused cap.

### Research Provisions

#### Principles

- 30.22.** The University is committed to enhancing its standing in research and will identify criteria to guide the transition of its teaching and research/creative workforce towards an increased workload allocation for research. A HOS or equivalent may increase research allocations, or an employee may request an increased research allocation.
- 30.23.** The University acknowledges that employees do not have complete control over publication decisions by journals or the outcomes of grant applications and that discipline-specific issues may

impact research outcomes. All research performance processes and research active assessments will acknowledge particular discipline contexts.

- 30.24.** Expectations of research performance will be commensurate with an employee's research workload allocation and academic level.
- 30.25.** Staff allocated a minimum research workload allocation will not be expected to exceed minimum research expectations for their academic level.
- 30.26.** Academic employees with no research allocation in an academic year are not required to undertake research activities or produce research outcomes in that year.

#### Research Workload

- 30.27.** Management processes and policies on teaching buyout must be clear, equitable and transparent to all employees.
- 30.28.** Where research funding includes teaching buyout, the timeframes and deadlines identified in the research project will inform the teaching sessions and subjects against which it is to be expended.

#### Research Performance and Support

- 30.29.** The University will continue to provide research support that may include advice and mentoring especially for junior academic employees, time and funding to attend suitable conferences (where budgets permit), utilising research teams, configuring teaching and other work duties to allow a reasonable period of research time and other appropriate support.
- 30.30.** Research support will be discussed between the employee and their supervisor in their performance planning, development and review meeting and where career advancement opportunities arise.
- 30.31.** Where a staff member does not receive the support arranged through the performance planning, development and review process, this will be taken into account when evaluating their research performance.
- 30.32.** Any research performance process adopted by management must:
  - i Be in accordance with the Australian Research Council definition of research; and
  - ii Average an employee's research performance over at least a three (3) year period; and
  - iii Recognise the full range of research activities undertaken by an employee, including successful and unsuccessful outputs throughout the review period (e.g., unsuccessful publications and grant applications); and
  - iv Be adjusted in the relevant academic year, to account for an employee's fraction, leave and teaching hours; and
  - v Attend to diverse academic discipline standards and conventions; and
  - vi Provide appropriate support for employees where outcomes are, in principle, within an employee's control to achieve.

#### Charles Sturt Academic Fellows

- 30.33.** Charles Sturt Academic Fellow (CSAF) means an academic employee who is engaged in teaching duties and research towards an AQF10 qualification and is drawn from an applicant pool of casual and fixed term employees with at least twelve (12) months' academic employment in total in Australian universities within the last three (3) years, and who has never held an ongoing position at an Australian university.
- 30.34.** A CSAF appointment provides a pathway for casual and fixed term employees without a Higher Degree by Research (HDR) to gain an AQF10 qualification at the University.
- 30.35.** The University will create, advertise and use its best endeavours to fill at least fifteen (15) CSAF positions by the nominal expiry date of the Agreement (4 July 2025). The University may give preference to internal applicants when seeking to fill CSAF positions. CSAF may be used as a conversion option for casual academic employees.
- 30.36.** The University will take into account overall budget position, casual teaching load and research performance at the disciplinary (or equivalent) level to determine the fields in which such positions will be advertised.

**30.37.** Appointments to CSAF positions will be:

- i on the basis of merit;
- ii at Level A
- iii with the same work allocation as Teaching and Research/Creative;
- iv on a continuing basis;
- v to any appropriate campus;
- vi on a full time or part time basis.

**30.38.** Acceptance into an AQF10 program at the University is a precondition for a CSAF. For the duration of the Fellowship, the research component of the employee's work function will be assigned to the coursework and research components of their AQF10 program, and continued satisfactory progress towards AQF10 completion will be deemed sufficient to meet the research performance expectations of the employee.

**30.39.** On successful completion of their AQF10 program, the CSAF will be transferred to a continuing position with a teaching and research/creative work function at Level B.

**30.40.** If the CSAF has not completed the AQF10 program within seven (7) years of the commencement of their CSAF appointment, the employee will be transferred to a continuing position with a teaching focused work function at Level A.

**30.41.** With the approval of the Head of School (or equivalent) and subject to the Higher Degree by Research Policy (or equivalent), a period of approved leave of absence may be taken from the AQF10 program enrolment, for which period the employee will have a teaching focused work function.

**30.42.** If the staff member withdraws from the AQF10 program or transfers enrolment to another university, the employee will move to a teaching focused work function.

**30.43.** If the staff member is identified as not making satisfactory progress in accordance with the Higher Degree by Research Policy (or equivalent), the normal policies and procedures of that Policy apply. If this results in termination of candidature, the employee will move to a teaching focused work function.

**30.44.** Notwithstanding the above, candidates are eligible to apply for promotion.

### **Scholarly Teaching Fellows**

**30.45.** Scholarly Teaching Fellow (STF) means an academic employee who is engaged principally in teaching delivery and teaching-related duties and is drawn from an applicant pool of casual and fixed term employees with at least twelve (12) months' academic employment in total in Australian universities within the last three (3) years, and who has never held an ongoing position at an Australian university.

**30.46.** There will be no new appointments to the STF scheme from the date of commencement of this Agreement. The following applies to STFs appointed under previous agreements.

**30.47.** Six (6) months prior to the end of a STF's third year of appointment, an evaluation process will be undertaken between the employee and the supervisor to identify whether the STF will transfer to a teaching and research/creative, a teaching and professional, teaching focused or CSAF appointment. The evaluation process will include a discussion of opportunities for promotion of a Level A STF to a Level B appointment if a teaching focused or teaching and research/creative role is identified.

**30.48.** Where an STF has served more than three (3) years and they are appointed at:

- i Level A, they will be transferred to either a teaching focused appointment or a CSAF within six (6) months of commencement of this Agreement;
- ii Level B and they:
  - a) Do not hold a doctoral qualification, they will be transferred to either a teaching focused appointment within six (6) months of commencement of this Agreement; or
  - b) Have commenced a doctoral qualification, either at Charles Sturt University or another university, they will be transferred to a CSAF within six (6) months of commencement of this Agreement. In these circumstances, the restrictions that

normally apply to a CSAF in terms of the level of the appointment and the requirement for enrolment in an AQF10 program at Charles Sturt University will not apply. Sub-clauses 30.40 to 30.43 will apply to these employees, and the University may reasonably request evidence of satisfactory progress status and/or continued enrolment for CSAF employees undertaking their doctorate at another University; or

- c) Hold a doctoral qualification or are deemed to have equivalent standing, they will be transferred to a teaching and research/creative appointment within six (6) months of commencement of this Agreement.

## **Individual Workload Allocation**

### **Principles**

**30.49.** Individual workloads will be determined on a fair, transparent and consultative basis taking into consideration:

- i employees' levels of appointment and time fractions;
- ii the needs of early career academic staff;
- iii the importance of maintaining an appropriate balance between work and personal life;
- iv employees' career development, aspirations and requirements;
- v University and community service commitments, including participation on committees;
- vi reasonable accommodation of carers' responsibilities;
- vii reasonable accommodation of a disability;
- viii family and personal circumstances;
- ix the taking of leave entitlements
- x the time it takes an employee to perform required tasks in a professional manner;
- xi modes and hours of delivery;
- xii the level of subjects being taught;
- xiii subject preparation and curriculum development;
- xiv supervision of staff, students and field work;
- xv the predicted number of students to be taught by the academic;
- xvi research, scholarship, creative production;
- xvii internal and external professional work;
- xviii overseas teaching and international commitments;
- xix intercampus and other University related travel.

**30.50.** The supervisor of the academic employee will be responsible for approving the workload allocation after consideration of the views of the employee and the requirements of this clause.

### **Working Hours**

**30.51.** An employee's required duties will be such that they can be reasonably expected to be completed within an average of thirty-seven and a half (37.5) hours per week (pro-rata).

**30.52.** No employee will be required to:

- i take on the delivery of teaching beyond the limits contained in the AWP;
- ii work more than ten (10) hours per day or forty-five (45) hours per week or one-hundred and eighty (180) hours per four (4) week period (pro-rata), without a commensurate reduction in working hours to bring them back to an average of thirty-seven and a half (37.5) hours within ten (10) working days of working above these thresholds, unless otherwise agreed by the employee in writing;
- iii teach on weekends or Public Holidays, except occasionally with employee agreement in intensive teaching periods, weekend schools and field excursions;

- iv work overseas unless international travel is a specific requirement in their contract of employment;
- v commence teaching within twelve (12) hours of the conclusion of teaching delivery, or other allocated duties, conducted on the previous day;
- vi teach more than:
  - a. an average of thirty-three and three quarter (33.75) hours per week (pro rata) during a main teaching session;
  - b. six (6) hours face-to-face or online per day, with the exception of intensive teaching periods;
  - c. four (4) hours without a break of at least thirty (30) minutes;
- vii supervise higher degree by research (HDR) topics in which they have no disciplinary expertise, provided that the employee may be required to undertake replacement supervision, where they have appropriate methodological expertise.

#### Teaching Free Period

- 30.53.** Except for employees in the School of Policing Studies, academic employees with a teaching and research/creative work function will have at least twelve (12) consecutive work weeks in each academic year in which no teaching activities need to be performed, unless otherwise agreed in writing between the supervisor and the employee. Academic employees with HDR supervision responsibilities will not unreasonably withhold availability to HDR students on matters time critical to their candidature during the employee's teaching free period. Supervision teams will use their best endeavours to ensure continuity of supervision arrangements during teaching free periods.
- 30.54.** Where management require an employee to undertake professional development for teaching and learning purposes (including conferences), the University will fund any attendance costs, and the time necessary to attend will be included in the employee's workload allocation up to a maximum of seven and a half (7.5) hours per day.

#### Planning

- 30.55.** Except for employees in the School of Policing Studies, an employee's provisional workload allocation for the upcoming academic year will be agreed by the employee and their HOS or nominee by November in the prior year and will include at a minimum:
- i Agreement on when the employee's teaching free period (and other research/creative/professional commitments) will be allocated in accordance with sub-clause 30.53;
  - ii Agreement on significant subject teaching responsibilities by subject and session, including subject convening responsibilities;
  - iii A provisional leave plan for the year, including discussion of how any leave in excess of the amounts stipulated in sub-clauses 42.4 and 43.9 will be reduced.

The allocation will be based on consideration of the matters contained at Clause 30.49 and the needs of the discipline/school. Where an employee's request for consideration of a matter in sub-clause 30.49 is declined, the supervisor will provide a written statement of reasons to the employee.

- 30.56.** The workload planner or employee shall enter the approved allocation in the Academic Workload Manager (AWM) system or equivalent.

#### Workload Adjustments

- 30.57.** All required work and leave entitlements will be accounted for in workload calculations and performance management processes. In the case of:

##### a. Annual leave

Employees are encouraged to take their four (4) weeks annual leave each year, and it is assumed in the standard calculation of an employee's annual teaching workload that the employee will do so. Where an employee does not take their full annual leave entitlement during a year, additional work will be allocated to the employee for the leave not taken. When an employee takes accrued annual leave in excess of four (4) weeks, the equivalent workload will be deducted from their allocation. In both cases, the details of the specific work to be added to or deleted from the employee's standard workload will be mutually agreed between the employee

and their supervisor, and will be allocated proportionately across their work function, taking into account potential workload spikes and the employee's expertise.

b. Other planned leave

Employee absences on other planned leave such as long service leave and planned personal leave will be taken into account during the initial planning of the employee's workload, or as soon as possible after the details of the leave are known.

c. Unplanned leave

Twice a year (by June and December) management will ask employees to advise their supervisor if they are seeking a workload adjustment for any other forms of leave taken by the employee, to be addressed in accordance with sub-clause 30.60 and 30.61.

- 30.58.** An employee will be advised of census-based adjustments to their workload allocation. When this occurs, work performed by the employee prior to the adjustment will be included in workload calculations.
- 30.59.** An employee with a teaching underload will not unreasonably withhold agreement to add appropriate teaching duties to their workload allocation. The employee's planned leave and approved research plan will be taken into account in determining any adjustment to their workload allocation.
- 30.60.** In the event of an employee having a teaching load above the limit set out in this clause, the supervisor will provide a range of options to remedy the situation from which the employee may choose. Such remedies may include a reduced teaching allocation in an upcoming session, support for conference attendance, research support, and additional options suggested by the employee to accommodate their work/life balance.
- 30.61.** Alternatively, the supervisor and the employee may reach agreement for the employee to not attend work for a period or periods of time. The reduction is a reduction in time an employee needs to account for and attend work but is not to be considered as a form of leave or any form of additional payment, and as such where unexpected work requirements emerge, the Head of School may, with not less than two (2) weeks' notice, alter the above arrangements to meet business needs. If this occurs, the planned period of non-attendance will be rescheduled to the earliest available mutually agreed date, or the options identified earlier in this clause will be re-negotiated.
- 30.62.** These arrangements will take effect from the beginning of the 2024 academic year.
- 30.63.** Except in urgent or emergency circumstances or as set out in sub-clause 30.58, a supervisor will normally consult with an academic employee before making changes that impact on the employee's workload allocation.

**Review of Workload Allocation**

- 30.64.** Employees may seek a review of their workload allocation by the DVCA or nominee for compliance with the provisions of this clause and the University Workload Allocation Policy. The review shall normally be completed within 10 working days. If the review does not resolve the employee's concerns the matter may be referred to Clause 53 – Dispute Settling Procedure of this Agreement.
- 30.65.** The DVCA will provide a report twice a year (by June and December) on disputes and appeals to AWC.



## PART 6 - SEPARATION OF EMPLOYMENT ARRANGEMENTS

### 31. PERIOD OF NOTICE

- 31.1.** Academic and professional/general employees shall be required to give written notice of resignation in accordance with this clause. For academic employees, the effective date of a resignation will normally take effect at the end of a teaching session. The period of notice required to be given by the employee is based on the period of continuous service at the end of the day the notice is given:

Period of continuous service	Period of notice
Not more than 1 year	1 week
1 year but not more than 3 years	2 weeks
3 years but not more than 5 years	3 weeks
5 years or more	4 weeks

- 31.2.** By agreement between an employee and the University, a period of notice less than that prescribed in this clause may be accepted.
- 31.3.** Where an employee fails to give and serve the appropriate period of notice, the University may deduct up to one (1) week of wages from the employee's termination pay, provided that the employee is at least eighteen (18) years of age.
- 31.4.** The University may effect payment to an employee of salary in lieu of all, or part of, the period of notice prescribed in this clause. When this occurs, the employee's entitlements to annual leave, long service leave, annual leave loading and superannuation shall be calculated up to and including the date when the period of notice would have normally expired.
- 31.5.** Where the employment of an employee is terminated by the University, the employee shall be given written notice of not less than that prescribed in sub-clause 31.1, except where the termination is the result of serious misconduct, or abandonment of employment. An employee with not less than two (2) years of continuous service who is aged over forty-five (45) years at the time of giving notice will be entitled to an additional week's notice.
- 31.6.** The payment of salary in lieu of notice referred to in sub-clause 31.4 shall be based on the employee's rate of salary as at the date upon which payment of salary in lieu of notice was formally authorised by the University.

### 32. VOLUNTARY SEPARATION

Nothing in this Agreement shall prevent the University from entering into an agreement of voluntary separation with an employee on terms mutually agreeable.

### 33. REDUNDANCY AND RETRENCHMENT PROVISIONS

- 33.1.** As soon as possible after an employee is identified as being a displaced employee, the University shall invite the displaced employee to elect, within ten (10) working days, whether they wish to be considered for redeployment within the University or to be retrenched.
- 33.2.** Where an employee elects to be considered for redeployment, the employee will be entitled to a redeployment period of sixteen (16) weeks commencing from the date when the notice of election is received, which shall serve as their notice period in accordance with sub-clause 33.10 (i).
- 33.3.** During the redeployment period, the University shall take all reasonable steps to identify a position or positions within the University to which the displaced employee may be redeployed. This will include alerting displaced employees to all possible redeployment opportunities, and giving priority consideration to the placement of displaced employees where a vacancy exists, with possible additional training as necessary to satisfy the essential criteria for the position. A displaced employee may be transferred to a vacant position at the same level as the position they formerly occupied without a selection process.



- 33.4.** During the period referred to in sub-clause 33.2, the displaced employee shall be provided with work in either their present workplace or some other work unit at their current location and will undertake such training agreed by the employee and the University as likely to assist in redeployment.
- 33.5.** A displaced employee who has elected to be considered for redeployment shall not refuse a reasonable offer of redeployment or training.
- 33.6.** A displaced employee who is redeployed to a position classified at a level lower than that of the position previously occupied shall be paid salary maintenance for six (6) months from the date when redeployment takes effect.
- 33.7.** Where the redeployment of an employee involves a geographical relocation to another campus, the University shall reimburse the employee for all reasonable relocation expenses.
- 33.8.** A displaced employee who elects to be considered for redeployment but for whom a position has not been identified within the period referred to in sub-clause 33.2 shall be retrenched.
- 33.9.** During the period referred to in sub-clause 33.2, a displaced employee may be provided with:
- i out-placement counselling and support service; and
  - ii up to an aggregate of five (5) days' time-off without loss of pay to investigate the prospect of other employment or to attend interviews with a view to obtaining other employment.
- 33.10.** An employee who is retrenched will be entitled to a severance payment and notice as follows:
- i sixteen (16) weeks' notice or payment in lieu of all or part of this notice period;
  - ii a severance payment calculated on the basis of three (3) weeks' pay per completed year of continuous service. This payment will be based on an employee's average service fraction.
- 33.11.** The maximum salary payment pursuant to sub-clause 33.10 shall be sixty (60) weeks.
- 33.12.** Where an employee elects, within five (5) working days of being advised of displacement, not to pursue redeployment but rather to seek immediate retrenchment they will be entitled to an additional eight (8) weeks' notice or payment in lieu of all or part of this notice period.
- 33.13.** An employee to whom this clause applies, may seek the advice and assistance of their nominated employee representative or their union at any time during the period of operation of this clause should they so choose.
- 33.14.** In the event that an employee receives a redundancy/severance payment, the employee will not be eligible for re-engagement on a casual, fixed-term or continuing basis for a period equivalent to that of the redundancy/severance payment. An exception may be made if the employee repays to the University an amount equivalent to the remaining pro-rata gross redundancy/severance payment.

## **34. ABANDONMENT OF EMPLOYMENT**

- 34.1.** Where an employee is absent from duty for a continuous period of five (5) working days without advice to the supervisor or the approval of the University, or without apparent good cause, the University will make all reasonable attempts to contact the employee.
- 34.2.** If all attempts to communicate with the employee have failed, the University may send a registered letter to the employee's last known address after the expiration of the five (5) days of the initial unauthorised absence if the University suspects the employee has abandoned their employment.
- 34.3.** If there is no response to the University's letter within five (5) working days, the employee will be suspended without pay. This will take effect from the close of business on the last day the employee actually attended work or was on approved leave or was absent on duty.
- 34.4.** If the employee does not establish to the satisfaction of the Executive Director, People and Culture that the employee was absent for reasonable cause or if the employee did not respond within ten (10) working days, the Executive Director, People and Culture may terminate the employment and notify the employee in writing of their decision. The letter of notification shall be forwarded to the employee's last known residential or postal address.
- 34.5.** All actions of the University under this clause shall be final and not subject to internal appeal or review, except that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

## **35. TERMINATION OF EMPLOYMENT DUE TO ILLNESS OR INCAPACITY**

- 35.1.** The University may require any employee whose capacity to perform the duties of their office is in doubt to undergo a medical examination by a registered medical practitioner approved by the University. All costs associated with the medical examination shall be paid by the University. The University shall provide an employee with written notice of not less than four (4) weeks, unless otherwise agreed, that a medical examination is required.
- 35.2.** Where prior to the expiry of the notice period referred to in sub-clause 35.1, an employee notifies the University of their election to apply to their superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination pursuant to sub-clause 35.1 shall lapse forthwith and, subject to sub-clause 35.3, no further action shall be taken by the University pursuant to sub-clause 35.1 hereof.
- 35.3.** Where the superannuation fund rejects an application notified to the University under sub-clause 35.2, or where following a period of receipt of a temporary disability benefit, the superannuation fund decides that an employee is capable of returning to work and the University elects to dispute this decision, the University may proceed in accordance with sub-clause 35.1 without further recourse to the provisions of sub-clause 35.2 hereof.
- 35.4.** A copy of the medical report made by the registered medical practitioner pursuant to sub-clause 35.1 shall be made available to both the University and the employee.
- 35.5.** Where the medical examination reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may terminate the employment of the employee. In these circumstances, the employee shall be given written notice of not less than six (6) months of the date of termination. The University may make payment of salary in lieu of all or part of the period of such notice.
- 35.6.** As an alternative to the action that may be taken by the University pursuant to sub-clause 35.1, and with the consent of the employee, the University may transfer the employee to some other suitable position within the University with salary and other conditions of employment appropriate to that position. A transfer shall only occur where the state of health of the employee is not likely to be adversely affected by such a transfer.
- 35.7.** The University may construe a failure by an employee to undergo a medical examination in accordance with these procedures within four (4) weeks of a written notification to do so as reasonable evidence that such a medical examination would have found that the employee is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months and may act accordingly.

## PART 7 - DISCIPLINARY PROCEDURES

### 36. GENERAL

- 36.1. The University is committed to ensuring due process and natural justice with respect to all decisions made on the taking of disciplinary action against any of its employees.
- 36.2. All decisions to terminate the employment of an employee shall be taken by the Vice-Chancellor or nominee (as defined by Clause 3 - Definitions) and in accordance with the provisions of this Part of the Agreement.
- 36.3. Where the Vice-Chancellor or nominee has formed the view that disciplinary action may be taken against an employee, the Vice-Chancellor or nominee shall, before deciding upon termination, extend an opportunity to the affected employee to advise them of all matters on which the employee may seek to rely as mitigating circumstances.
- 36.4. All actions of the Vice-Chancellor or nominee under this Part of the Agreement shall be final and not subject to appeal or review, provided that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
- 36.5. An employee whose conduct is subject to the provisions of this Part of the Agreement, may seek the advice and assistance of their nominated employee representative or their union at any time during the period of operation of this Part.

### 37. UNSATISFACTORY PERFORMANCE

- 37.1. If an employee is not meeting University performance expectations as defined in Clause 3 - Definitions, the University may take action to address the unsatisfactory performance.
- 37.2. The University shall informally attempt to address the unsatisfactory performance with the employee in the first instance.
- 37.3. If the supervisor continues to hold the view that an employee has, over a reasonable period of time, failed to meet the standard of performance expected for the position occupied, the supervisor will:
  - i arrange a meeting, with notice of at least two (2) working days, to discuss the employee's performance;
  - ii advise the employee in writing of the reason for the meeting and who will be attending including a representative from DPC, if relevant; and
  - iii advise the employee that they may bring an employee representative, union representative or support person to the meeting.
- 37.4. Within five (5) working days of the meeting conducted pursuant to sub-clause 37.3, the employee will be given the opportunity to respond to the issues raised by the supervisor either in writing, or in a further meeting.
- 37.5. After consideration of the employee's response, a meeting will be conducted pursuant to sub-clause 37.3 and if the supervisor:
  - i is satisfied that no further action is required, the employee will be provided with confirmation in writing; or
  - ii continues to be of the view that the performance of the employee is unsatisfactory, the supervisor will consult with the Executive Dean/Executive Director (or equivalent) to develop a document that:
    - a outlines the specific aspects of the employee's performance deemed to be unsatisfactory;
    - b outlines the nature of the improvements required of the employee;
    - c outlines the support and resources that will be provided by the university; and
    - d specifies a reasonable period within which these improvements are expected.
- 37.6. Prior to initiating such a document, the supervisor will consult with their Executive Dean/Executive Director (or equivalent) concerning the details to be set out in the document.

- 37.7.** The supervisor shall meet with the employee to provide them with a copy of the document and to explain the details set out in the document.
- 37.8.** The supervisor will assist the employee in making necessary arrangements for support which may include, training, mentoring and/or coaching to help the employee to achieve the required improvement in their performance within the specified period.
- 37.9.** The supervisor will regularly meet with the employee to support and monitor progress within the specified period.
- 37.10.** At the conclusion of the specified review period, the supervisor will meet with the employee and review their performance having regard to the details set out in the document.
- 37.11.** Where, following a review pursuant to sub-clause 37.10, the performance of the employee is deemed by the supervisor to meet the level required, no further action is required and this will be confirmed in writing to the employee.
- 37.12.** Where, following a review pursuant to sub-clause 37.10, the performance of the employee is deemed by the supervisor not to have improved to the level required:
- i the supervisor will provide a report to the employee outlining the continuing deficiencies identified in their performance;
  - ii the employee will be given ten (10) working days to submit to the supervisor a written response to the report; and
  - iii the supervisor will advise their Executive Dean/Executive Director (or equivalent) and the Executive Director, People and Culture of the administrative action taken pursuant to this sub-clause.
- 37.13.** Having received and considered the response from the employee made pursuant to sub-clause 37.12 (ii), the supervisor shall advise the employee in writing:
- i to continue undertaking some or all of the actions set out in the document provided pursuant to clause 37.5 (ii) for a further specified period;
  - ii that their performance is such that no further action is required; or
  - iii that action is to proceed in accordance with this clause.
- 37.14.** Where the supervisor advises the employee that action is to proceed pursuant to sub-clause 37.13 (iii), the supervisor will provide the report and the employee's response to the Executive Dean/Executive Director (or equivalent). The employee will also be provided a copy of the report. The Executive Dean/Executive Director (or equivalent) will normally consult with the supervisor, the employee and with any other appropriate employees, before endorsing the report.
- 37.15.** Where the report is endorsed, the Executive Dean/Executive Director (or equivalent) shall refer the report and all documents from sub-clauses 37.5 to 37.14 via the Executive Director, People and Culture to the Vice-Chancellor or nominee. The report will clearly state the specific deficiencies identified in the employee's performance and the record of attempts to remedy those deficiencies.
- 37.16.** In giving consideration to the documentation provided, as endorsed by the Executive Dean/Executive Director (or equivalent), and the employee's response provided pursuant to sub-clause 37.12 (ii), the Vice-Chancellor or nominee shall first be satisfied that:
- i appropriate steps were taken by the supervisor to draw the attention of the employee to the deficiencies identified in their performance;
  - ii the nature of the improvements required of the employee were fair and reasonable;
  - iii a reasonable period of time, appropriate resources and supports were provided to the employee to assist them to remedy the deficiencies identified in their performance; and
  - iv adequate opportunity was given to the employee to respond to the supervisor's report.
- 37.17.** If satisfied in relation to each of the matters set out in sub-clause 37.16, the Vice-Chancellor or nominee shall advise the supervisor and the employee in writing that:
- i no further action is to be taken; or
  - ii disciplinary action pursuant to sub-clause 37.19 is to be taken.

**37.18.** If not satisfied in relation to one or more of the matters set out in sub-clause 37.16, the Vice-Chancellor or nominee shall refer the matter back to the supervisor with such direction as may be appropriate and shall advise the employee in writing accordingly.

**37.19.** Disciplinary action may only include the following actions:

- i counselling;
- ii formal censure;
- iii withholding of a salary step; or
- iv demotion by one or more salary steps; or
- v demotion by one or more classification levels; or
- vi termination of employment.

**37.20.** Where the Vice-Chancellor or nominee decides to terminate the employment of the employee, the employee shall be given written notice as provided for at sub-clause 31.1 of this Agreement. The University may effect payment of salary in lieu of all or part of the period of notice.

**37.21.** Nothing in this clause shall prevent the Vice-Chancellor or nominee on their own motion from referring a question of possible unsatisfactory performance to a supervisor, through the Executive Dean/Executive Director (or equivalent), for appropriate action.

## **38. MISCONDUCT/SERIOUS MISCONDUCT**

**38.1. Misconduct** means wilful, deliberate and improper conduct, which is not serious misconduct, but which is nevertheless conduct that is:

- i a dereliction of the duties of an employee's position;
- ii conduct that causes an impediment to the carrying out of an employee's duties or to other employees carrying out their duties (this may include some instances of workplace bullying); or
- iii a breach of the employee's contract of employment which does not warrant the termination of the employee's employment.

**38.2. Serious Misconduct** means

- i serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the employee carrying out their duties or to an employee's colleagues carrying out their duties;
- ii conduct that causes serious and imminent risk to:
  - a. the health or safety of a person, where the conduct represents a wilful, deliberate or reckless disregard of such health and safety; or
  - b. the reputation, viability, or profitability of the University, other than conduct that is in accordance with the valid exercise of Clause 55: Intellectual and Academic Freedom;
- iii an employee, in the course of their employment with the University, engaging in:
  - a. theft;
  - b. bullying;
  - c. fraud;
  - d. assault;
  - e. sexual harassment/assault; or
  - f. the employee being intoxicated at work;
- iv conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in sub-clause 38.2 (i) above; and
- v. repeated and/or persistent misconduct.

### **Supervisor review**

**38.3.** Nothing in this clause shall prevent, in matters of a less serious nature, an issue of misconduct being raised with an employee and resolved through local action. All action taken should be documented and retained by both the supervisor and the employee.

- 38.4.** Where a matter arises as to an employee's conduct, the supervisor will work with the Division of People and Culture (DPC) to determine whether it is appropriate for the matter to be handled by the supervisor in the first instance. If it is appropriate for the supervisor to handle it, the matter will be discussed between the employee and their supervisor to determine if it can be resolved through guidance, counselling, written directives and/or warnings, conciliation, or other appropriate action, which may also include training or development activities. Appropriate records will be kept in relation to actions taken and how the matter was closed, and copies provided to the employee. If it is not appropriate for the supervisor to handle the matter, it will be handled by DPC.
- 38.5.** Where the matter involves an allegation of research misconduct, the investigation will be conducted in accordance with this clause and consistent with the provisions of the Australian Code for the Responsible Conduct of Research, associated guides, or successor documents.
- 38.6.** Where it is not appropriate for an allegation of misconduct to be resolved pursuant to sub-clause 38.4, or where an allegation has not been resolved pursuant to that sub-clause, DPC shall provide a report, as per sub-clause 38.8 (ii), to the Vice-Chancellor or nominee in relation to the alleged misconduct or serious misconduct for consideration of whether a preliminary investigation is required.

### **Preliminary Investigation**

- 38.7.** Where appropriate, if an employee is suspected to have engaged in misconduct and/or serious misconduct, the Head of the work unit or their nominee, may undertake a preliminary investigation in consultation with DPC to determine if allegations should be made. The preliminary investigation may include:
- i. interviewing the employee;
  - ii. interviewing, where possible, relevant parties;
  - iii. reviewing relevant information.
- 38.8.** Where, following the preliminary investigation, the supervisor and DPC are of the view that the matter:
- i. does not warrant further investigation, the matter will be closed. The Head of the work area may counsel the employee in relation to the behaviour that prompted the initial review; or
  - ii. may constitute misconduct or serious misconduct, a report will be prepared for the Vice-Chancellor or nominee for consideration of whether allegations will be put to the employee in accordance with sub-clause 38.9.

### **Misconduct/Serious Misconduct Allegations**

- 38.9.** Where the Vice-Chancellor or nominee (as defined by Clause 3 - Definitions) believes that, following consideration of a report made pursuant to either sub-clause 38.6 or 38.8 (ii) an allegation(s) warrants further investigation, DPC shall:
- i meet with the employee and notify them in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond to them; and
  - ii require the employee to submit a written response within ten (10) working days.

At any time prior to submitting their written response, the employee is entitled to have a further meeting with DPC to understand the precise nature of the allegations and to properly consider and respond to them.

### **Suspension from Duty**

- 38.10.** The Vice-Chancellor may suspend an employee with or without pay pending completion of an investigation into possible serious misconduct by an employee. The employee may be given approval to draw on any annual or long service leave credits for the duration of a suspension without pay, unless the allegation of serious misconduct relates to the misappropriation of University funds or assets. The Vice-Chancellor may at any time lift the suspension without pay on the grounds of financial hardship.
- 38.11.** The Vice-Chancellor may also, at any time, change the status of a suspended employee from being suspended with pay to being suspended without pay.



**38.12.** Suspension without pay will only occur if:

- i the allegations are sufficiently serious that termination could otherwise apply; or
- ii there is a possibility of serious or imminent risk to another person or to the University's property, operations or reputation; or
- iii new information comes to the attention of the University which suggests that sub-clause 38.12 (i) or (ii) may apply.

**38.13.** During any period of suspension, the employee will be excluded from the University and denied access to University systems and facilities except for the sole purpose of preparing their response to the allegations. Preparation of a response to allegations will be facilitated by access to all appropriate data including email access. Such access may be under supervision.

**38.14.** Where suspension without pay has been imposed, and the matter is subsequently referred for formal investigation pursuant to sub-clause 38.18, the Vice-Chancellor shall ensure that the external investigator appointed in accordance with sub-clause 38.19 or review committee appointed in accordance with sub-clause 38.20 determines on commencement of the investigation whether suspension without pay should continue.

**38.15.** Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income shall be reimbursed if there was no serious misconduct or if the Vice-Chancellor so decides.

### **Consideration of Employee Response**

**38.16.** Following consideration of an employee's written response to the allegations made against them, the Vice-Chancellor or nominee shall advise the employee in writing of their decision with respect to further pursuing disciplinary action.

**38.17.** Where an employee fails to provide a written response to an allegation made against them, or admits to an allegation in full, and the Vice-Chancellor or nominee has reasonable grounds to believe that the employee's conduct constitutes misconduct or serious misconduct, the Vice-Chancellor or nominee may take disciplinary action in accordance with sub-clause 38.27 of this Agreement.

### **Formal Investigation/Review Committee**

**38.18.** If an allegation of misconduct or serious misconduct is denied in part or in full, the Vice-Chancellor shall institute a formal review pursuant to sub-clauses 38.19 to 38.25 below, unless they decide to take no further action or to counsel or censure the employee for unsatisfactory behaviour and take no further action.

**38.19.** Where a matter is referred to a formal investigation pursuant to sub-clause 38.18, the Vice-Chancellor shall appoint an external investigator to conduct the formal investigation.

**38.20.** In cases of academic and research serious misconduct, the affected employee or the Vice-Chancellor may choose at the time that the allegations are responded to, to establish a review committee to substitute for the single investigator. Where such a committee is established, it will comprise the following membership:

- i an independent Chairperson selected by the Vice-Chancellor from a list of chairs agreed between the parties to the Agreement;
- ii one (1) person from within the University, selected by the Vice-Chancellor; and
- iii one (1) person from within the University, selected by the Branch President of the relevant union for Charles Sturt University.

**38.21.** The terms of reference of the external investigator or review committee are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

**38.22.** The external investigator or review committee shall not include in the report any course of action which the Vice-Chancellor or nominee may consider or follow in relation to the allegations referred to the investigator pursuant to sub-clause 38.19 or 38.20, or record any findings or decisions where those allegations constitute misconduct or serious misconduct.



## Conducting the Formal Investigation

**38.23.** In conducting a formal review, the external investigator or review committee shall:

- i provide an opportunity for the employee to be interviewed and have an adequate opportunity to answer any findings, allegations, or submissions or respond to evidence. The investigator/committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute and where they do, the employee will have an adequate opportunity to review and respond to these materials;
- ii interview or put questions to any person it thinks fit to establish the facts of the particular case;
- iii conduct all interviews in the presence of the employee or the employee's representative and the Vice-Chancellor and their representative;
- iv conduct proceedings in private (unless otherwise agreed by the employee and the Vice-Chancellor);
- v take into account such further material as it believes appropriate to the case;
- vi ensure that the employee and their representative and the Vice-Chancellor or nominee and their representative have the right to ask questions of interviewees, make submissions, and present and challenge evidence;
- vii keep a record of proceedings; and
- viii provide a report, together with a summary record of proceedings, to the Vice-Chancellor or nominee and the employee within ten (10) working days of completion of the proceedings. The external investigator may redact confidential material such as identifying details of investigation participants where it is deemed appropriate to do so.

**38.24.** In matters of discrimination, bullying, harassment, sexual harassment, sexual assault and assault or matters of similar sensitivity, the external investigator has the discretion to waive the provisions of sub-clause 38.23 (iii) for interviewees. In these matters the proceedings may be conducted on the basis of written submissions. This does not preclude or prevent an employee from having the right to present and challenge evidence.

**38.25.** If the matter proceeds to a formal review in accordance with sub-clause 38.23 the external investigator has the discretion to conduct the matter on written submissions.

## Subsequent Action by Vice-Chancellor or nominee

**38.26.** On receipt of the report pursuant to sub-clause 38.21, the Vice-Chancellor or nominee shall give consideration to the findings on the facts related to the alleged misconduct or serious misconduct and advise the employee in writing of their decision with respect to further pursuing disciplinary action.

**38.27.** Where the Vice-Chancellor or nominee is of the view that the conduct or behaviour of the employee does constitute misconduct, the Vice-Chancellor or nominee may take disciplinary action which may include:

- i counselling;
- ii formal censure;
- iii withholding of a salary step;
- iv demotion by one (1) or more salary steps;
- v demotion by one (1) or more classification levels; and
- vi in the case of serious misconduct, termination of employment.

## PART 8 - PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW

### 39. PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW

- 39.1. The University will continue to provide professional/general and academic employees with access to employee development programs to enhance their professional development and performance, and to assist them to achieve their career aspirations. Such programs are funded both centrally and from organisational units across the University and both professional/general and academic employees may apply for access to such funding opportunities.
- 39.2. In developing its employee development programs, the University will ensure that such programs are compatible with the Equal Opportunity Policy.
- 39.3. All new academic employees shall be required to attend appropriate professional development activities conducted by the University on the expectations, roles and responsibilities of academic practice.
- 39.4. Academic employees of the University are eligible to apply for Special Studies Program (SSP) in accordance with the SSP Policy. Applications will be considered and granted on merit. The University may provide funds to replace the employee whilst they are on SSP.
- 39.5. Academic casual employees accessing approved professional development or disciplinary currency time shall be paid at the "Other Required Academic Activity" rate for each hour.
- 39.6. The University will provide access to programs to support career development for professional/general employees. Applications will be considered and granted on merit for careers within the University. This fund may also be accessed to support employees affected by Clause 33 – Redundancy and Retrenchment Provisions of this Agreement, or to cover significant absences of employees undertaking professional development opportunities.
- 39.7. Professional/general casual employees accessing approved professional development time will be paid the hourly casual salary rate appropriate to their classification in accordance with Schedule II Part B of this Agreement.
- 39.8. The University's performance planning, development and review scheme is set out in Schedule IV – Performance Planning, Development and Review of this Agreement.

## PART 9 LEAVE ARRANGEMENTS AND WORK LIFE BALANCE

### 40. ABSENCE FROM DUTY

- 40.1. An employee shall be in attendance on duty as required by the University pursuant to the provisions of this Agreement in order to maintain the efficient working and operational needs of the University.
- 40.2. An employee shall not be absent from duty unless reasonable cause can be shown. Where an employee is prevented by illness or other emergency from attending duty, the employee (or person acting on their behalf) shall contact their supervisor as soon as practicable and furnish an explanation for their absence.
- 40.3. Where an employee is absent from duty without approval and fails to furnish a satisfactory explanation for such absence within a reasonable period, which would not normally exceed a period of five (5) working days after the commencement of such absence, the University may approve a salary deduction for the duration of the unapproved absence.
- 40.4. Apart from absence caused by sudden illness or other emergency, an employee shall obtain the prior approval of their supervisor before proceeding on leave.
- 40.5. For all leave types described in this Part, further explanatory information and details on how to apply for the leave can be found in the CSU Leave Manual.

### 41. PERSONAL LEAVE

- 41.1. All full-time employees shall be entitled to fifteen (15) working days of paid personal leave from January each year. The unused component of annual personal leave entitlement shall be fully cumulative.
- 41.2. Employees appointed after 1 January of a calendar year shall have their personal leave entitlement for that year calculated on a pro rata basis.
- 41.3. Personal leave may be taken in the event that an employee is ill or the employee is caring for or supporting a member of their immediate family or same household who is ill. For the purpose of this sub-clause "immediate family" is defined in Clause 3 - Definitions of this Agreement.
- 41.4. An employee absent from duty on the grounds of illness for any period of absence exceeding three (3) working days shall be required to furnish a medical certificate to the University indicating the nature of the illness from which the employee or the member of their immediate family or same household is suffering.
- 41.5. In the event that an employee has exhausted their entitlement to personal leave, the employee may apply for other forms of leave to credit.
- 41.6. A casual employee shall not be entitled to personal leave.

### 42. ANNUAL LEAVE

- 42.1. The rate of accrual of annual leave for full-time employees at the University is twenty (20) days per annum, except for those employees identified in sub-clause 42.2.
- 42.2. Annual leave will accrue at the rate of twenty five (25) days per annum for the following employees:
  - i all employees at the Albury-Wodonga Campus employed by the University before 1 January 1982; and
  - ii all employees at the Wagga Wagga Campus employed by the University before 1 July 1997.
- 42.3. A "seven (7) day shift work employee" shall be granted five (5) days annual leave in addition to the relevant entitlement set out in sub-clause 42.1 or 42.2 for working weekends and Public Holidays regularly in each calendar year.
- 42.4. Where an employee accrues annual leave in excess of fifty (50) days, the employee will be advised in writing that they will be required to take annual leave from a date to be fixed by the University, no later than two (2) months from the date of the written advice, and ending when the annual leave entitlements in excess of ten (10) days have been exhausted, unless otherwise negotiated between the employee and the University when extenuating circumstances exist.
- 42.5. Academic employees shall be entitled to an annual leave loading payment equal to 17.5% of four (4) weeks of salary, provided that the loading payable shall not, in any case, exceed the loading

calculated on the salary for academic Level B, Step 6 as set out in Schedule I – Academic Salary Rates of this Agreement.

- 42.6.** Professional/general employees (other than casual employees and "seven day shift work employees") shall be granted an annual leave loading equivalent to 17.5% of four (4) weeks of ordinary salary, provided that the loading payable shall not, in any case, exceed the loading calculated on the minimum salary equivalent to professional and general Level 10, Step 1 as set out at Schedule II - Professional/General Salary Rates of this Agreement.
- 42.7.** A "seven (7) day shift work employee" (other than those paid "annualised salary rates" in accordance with Clause 26 - Annualised Rates of this Agreement) who proceeds on annual leave shall be paid, in respect of leave taken in any period of twelve (12) months, whichever is the more favourable:
- i the shift penalties the employee would have received had they not been on annual leave; or
  - ii the 17.5% annual leave loading of five (5) weeks of ordinary salary.
- 42.8.** The annual leave loading shall be calculated on the employee's ordinary salary as at 30 November or, where a proportionate payment is made, on the ordinary salary as at the employee's last day of duty.
- 42.9.** An employee may elect to be paid in the form of a lump sum payment for part of their annual leave entitlement as outlined in sub-clause 54.3 (iii).
- 42.10.** A casual employee shall not be entitled to annual leave.

### **43. LONG SERVICE LEAVE**

- 43.1.** This clause applies subject to the relevant State or Territory long service leave legislation applicable to an employee's contract of employment.
- 43.2.** An employee shall be entitled to paid long service leave in accordance with the long service leave legislation for the jurisdiction in which their employment is located, or to which their employment is substantially connected.
- 43.3.** This agreement provides for the accrual and recording of long service leave to be in working days rather than calendar days.
- 43.4.** An employee whose employment is located in, or is substantially connected to, New South Wales and has accumulated ten (10) years of full-time service shall be entitled to paid long service leave of forty-three and a half (43.5) working days'. After the completion of ten (10) years of service, an employee shall accrue long service leave at the rate of ten and three-quarter (10.75) working days per annum on full pay.
- 43.5.** A period or periods of part-time service will not reduce the accrued entitlement specified in subclause 43.2, although it will reduce an employee's service fraction. Long service leave paid out on termination of employment will be based on the long service leave legislation for the jurisdiction in which their employment is located, or to which their employment is substantially connected.
- 43.6.** An employee whose employment is located in, or is substantially connected to:
- i the Australian Capital Territory is eligible to take long service leave after seven (7) years of service;
  - ii New South Wales is eligible to take long service leave after ten (10) years of service; or
  - iii another Australian State or Territory, shall be entitled to take long service leave in accordance with the long service leave legislation for that jurisdiction.
- 43.7.** Previous service with the University or its predecessor institutions on a fixed-term or continuing basis will be recognised as qualifying service for the purpose of determining long service leave entitlements as long as the break in service is less than two (2) years between their current and previous appointment.
- 43.8.** An employee who has accumulated at least five (5) years of service but less than ten (10) years of service and whose employment is terminated by the University for any reason, other than for serious misconduct; or by the employee on account of illness, incapacity or domestic or other pressing necessity or by the employee's death, shall be entitled to a payment equivalent to a proportionate amount of salary calculated on the basis of forty-three and a half (43.5) working days' salary for ten (10) years of service, subject to the long service leave legislation for the jurisdiction in which their employment is located, or to which their employment is substantially connected.

**43.9.** Where an employee has accumulated a long service leave entitlement in excess of one hundred and thirty (130) working days, the University may give the employee written notice to take not less than thirty (30) working days and not more than sixty-five (65) working days of such leave on full pay at a time convenient to the needs of the University.

**43.10.** When implementing sub-clause 43.9 the University will:

- i give an employee written notice of at least six (6) months before the long service leave commences;
- ii give special consideration where an employee would suffer hardship as a result of being required to take long service leave; and
- iii not require an employee to take long service leave within one (1) year of the employee's notified date of retirement in writing.

**43.11.** An employee who is eligible for long service leave shall be entitled to take such leave at a time of their choosing, provided that at least six (6) months written notice of such leave is given. Leave without pay of up to two (2) months applied for and taken concurrently with such long service leave will also be approved. The employee's application for long service leave may reasonably be denied if the application is for a duration of less than fifteen (15) working days in a critical work period.

**43.12.** An application for long service leave made under sub-clause 43.11 may be declined if the application is for a period of less than thirty (30) working days in a critical teaching period for academic staff. A critical teaching period refers to first four (4) weeks of the teaching session, and the four (4) weeks leading to the approval of grades of the teaching session, for employees who are engaged in teaching that session.

## **44. PARENTAL LEAVE**

### **General principles**

**44.1.** Parental leave is a general term encompassing paid and unpaid leave associated with the birth or adoption of a child. Except for leave taken in accordance with sub-clauses 44.5, 44.22 and 44.30, parental leave is restricted to the parent who gives birth and/or will be the primary carer for a newborn or newly adopted child.

**44.2.** Casual employees are not eligible for paid parental leave unless the employee has been employed on a regular and systematic basis during a period of at least twelve (12) months and would have had a reasonable expectation of ongoing employment had they not been a primary carer of a newborn or newly adopted child.

**44.3.** A casual employee will not be denied future casual engagements because they are pregnant or have been absent on parental leave.

**44.4.** Paid parental leave (with the exception of partner leave) will commence no later than the actual date of birth or placement or, in the case that it is shared, adjoining the leave taken by the other parent from the date of birth or adoption.

**44.5.** Paid parental leave will normally be available as one continuous period. Where both parents work at the University, parental leave may be divided between them if each takes the role of primary carer at different times.

**44.6.** Parental leave must be completed within twenty-four (24) months of the actual date of birth or adoption. Any paid portion of parental leave must be taken within twenty-six (26) weeks (if taken full time) or fifty-two (52) weeks (if taken half time) of the birth or adoption of the child.

**44.7.** An employee may:

- i take parental leave at full pay or half pay; and
- ii take parental leave without pay up to twenty-four (24) months from the date of birth or adoption; or
- iii return to work at a reduced fraction up to twenty-four (24) months from the date of birth or adoption.

**44.8.** An employee may apply for a lesser period of paid leave, in which case the balance of the paid leave is forfeited.

- 44.9.** The paid primary carer leave set out in sub-clauses 44.17, 44.21 and 44.29 must be completed within twenty-six (26) weeks of the date of birth or adoption if full time leave is taken or fifty-two (52) weeks if half time leave is taken and is reduced to take account of the primary carer responsibilities of the other parent (whether or not the partner is a University employee).
- 44.10.** A person employed on a fixed-term contract will cease to have an entitlement to parental leave upon the date the contract expires.
- 44.11.** Parental leave entitlements are based on the employee's average service fraction for the twelve (12) months prior to the expected date of birth or adoption of the child, or their period of service if the employee has not served twelve (12) months.
- 44.12.** For continuing and fixed-term employees who take parental leave without pay or at half pay, the University will make a lump sum top up payment of superannuation to the employee's accumulation superannuation fund at the rate set out at sub-clause 15.2 (i) for the first twelve (12) months of their parental leave. This superannuation top up is conditional on the employee's return to work after their period of parental leave, with the top up payment to be made at the employee's salary rate on the last day prior to their unpaid parental leave. This top up payment to the superannuation fund will be made three (3) months after the employee's return to work.
- 44.13.** A pregnant employee who provides evidence that they are fit for work, but it is inadvisable that they continue in their current position due to:
- i an illness or risk arising out of the employee's pregnancy; or
  - ii hazards connected with their position,
- may request a transfer to a safe job during their pregnancy.

#### **Parental leave arrangements for birth parents**

- 44.14.** An employee who gives birth to a child may be eligible for parental leave in the form of paid childbirth leave, paid primary carer leave and/or unpaid primary carer leave.

##### *Childbirth leave*

- 44.15.** Leave for childbirth purposes may commence up to six (6) weeks before the expected date of birth. Where it is not commenced prior to the birth of the child, leave shall commence no later than the date of birth.

##### *Primary carer leave - forty (40) or less weeks of service*

- 44.16.** An employee who, immediately prior to the expected date of birth, has forty (40) or less weeks of service is entitled to six (6) weeks paid childbirth leave in accordance with sub-clause 44.15 and two (2) weeks paid primary carer leave.

##### *Primary carer leave - more than forty (40) weeks of continuous service*

- 44.17.** An employee who, immediately prior to the expected date of birth, has more than forty (40) weeks continuous service is entitled to six (6) weeks paid childbirth leave in accordance with sub-clause 44.15 and twenty (20) weeks paid primary carer leave. Periods of previous employment with the University shall not count towards these forty (40) weeks service.

#### **Parental leave arrangements for non-birth parents**

- 44.18.** An employee who takes on the role of primary carer following the birth or adoption of a child may be eligible for parental leave in the form of paid primary carer leave and/or unpaid primary carer leave.

##### *Primary carer leave - forty (40) or less weeks of service*

- 44.19.** An employee who has forty (40) or less weeks of service immediately prior to the expected date of birth is entitled to eight (8) weeks of primary carer leave.
- 44.20.** The primary carer leave set out in sub-clause 44.19 must be completed within eight (8) weeks of the date of birth or adoption and is reduced to take account of the primary carer responsibilities of the other parent (whether or not the partner is a University employee).

##### *Primary carer leave - more than forty (40) weeks of continuous service*

- 44.21.** An employee who has more than forty (40) weeks continuous service immediately prior to the birth or adoption of a child is entitled to paid parental leave. Periods of previous employment with the University shall not count towards these forty (40) weeks. The employee is entitled to twenty (20)



weeks paid primary carer leave subject to providing evidence that they are the primary carer of the child.

### **Unpaid parental leave**

- 44.22.** An employee (or where both parents work at the University, an employee couple) may take up to twelve (12) months unpaid parental leave at any time within twenty-four (24) months of their child's birth or adoption. The employee or employee couple may also apply for an extension of up to twelve (12) months beyond the initial period of unpaid parental leave. An employee seeking to take unpaid parental leave must provide notice of at least ten (10) weeks.
- 44.23.** An employee couple seeking to take unpaid parental leave concurrently must provide notice of at least ten (10) weeks for their first period and at least four (4) weeks for any subsequent periods of concurrent leave.

### **Keeping in Touch Days**

- 44.24.** Keeping in Touch days refers to up to ten (10) days per annum to allow the employee absent on parental leave to participate in planning meetings, perform on-the-job training, or perform work to become familiar with the workplace or the employee's role before returning to work.

### **Return to work after parental leave**

- 44.25.** An employee who returns to work after parental leave has a right to return to their former position, subject to sub-clause 44.26, irrespective of whether the parental leave was taken on a full-time or part-time basis.
- 44.26.** The right of return to the former position shall be forfeited when an employee does not resume duty at the expiration of the approved period of leave.
- 44.27.** Where the employee's former position no longer exists, the employee shall be transferred to a position at the same classification level, and where practicable, in the same location as the former position or alternatively, elect to be retrenched. The employee shall be consulted in advance of the employee's return to work concerning any such transfer or election.
- 44.28.** An employee may apply under the provisions of sub-clause 20.6 of this Agreement to work part-time for a set period after return from parental leave, before returning to their previous full-time position.

### **Subsequent applications for paid parental leave**

- 44.29.** Where an employee or an employee couple has previously taken paid parental leave and seeks a further period of parental leave:
- i one (1) year or less after returning to work (excluding Keeping in Touch activities), the employee or employee couple is eligible to receive up to fourteen (14) weeks paid parental leave only, comprising six (6) weeks childbirth leave and/or eight (8) weeks primary carer leave, subject to meeting eligibility requirements; or
  - ii more than one (1) year after returning to work (excluding Keeping in Touch activities), the employee or employee couple is eligible to receive the parental leave referred to in either sub-clause 44.17 or 44.21 as the case may be; plus
  - iii partner leave as per sub-clauses 44.30 to 44.31.

### **Partner leave**

- 44.30.** An employee whose current partner gives birth to or adopts a child for whom the employee has parental responsibilities is entitled to up to four (4) weeks of paid partner leave.
- 44.31.** Partner leave must be completed within twelve (12) weeks of the date of birth or adoption of the child. In exceptional circumstances, the employee's supervisor may agree to a later completion date provided it is within twenty-six (26) weeks of the date of birth or adoption.

### **Surrogacy**

- 44.32.** Where an employee takes custody of a child born under a legal surrogacy arrangement, and they meet the eligibility criteria for a form of parental leave above, they shall be granted such leave.
- 44.33.** Where an employee acts as a surrogate for another party, they are entitled to paid childbirth leave of up to six (6) weeks commencing no sooner than two (2) weeks before the expected date of confinement and concluding no later than six (6) weeks from the date of birth of the child.



## Pregnancy loss

**44.34.** In the unfortunate circumstance where the pregnancy ceases by way of:

- i miscarriage in the first twelve (12) weeks of gestation, the birth parent may take special leave in accordance with Clause 46;
- ii miscarriage between thirteen (13) and twenty (20) weeks of gestation; or
- iii stillbirth after twenty (20) weeks of gestation:
  - a. the birth parent will be entitled to pregnancy loss leave of six (6) weeks on presentation of supporting medical documentation; and
  - b. the partner will be entitled to special leave in accordance with Clause 46.

**44.35.** If the pregnancy ceases as a result of circumstances described in 44.34 an employee may take up to twelve (12) months' unpaid parental leave after the period of leave allowed in 44.34 is exhausted.

**44.36.** If the child dies in the first twenty-four (24) months of life, they may take up to twelve (12) months' unpaid parental leave after the period of parental leave is exhausted.

## Lactation breaks

**44.37.** Eligible employees may access lactation breaks in accordance with University policy.

## 45. FAMILY AND DOMESTIC VIOLENCE LEAVE

**45.1.** All employees (other than casual employees) are entitled to fifteen (15) days of paid family and domestic violence leave on commencement of employment. This entitlement is available in full at the start of each 12 (twelve) month period of an employee's employment. The balance will reset to fifteen (15) days on the anniversary of the employee's first commencement with the University.

**45.2.** In each twelve (12) month period of their employment, a casual employee will be entitled to ten (10) days of paid family and domestic violence leave. This entitlement is available in full at the start of each 12 (twelve) month period of a casual employee's employment. For clarity, if a casual employee is not rostered to work on the day they require the leave, the employee is not eligible for paid leave. If the employee is expected to be on duty the day they require the leave, they will be paid the amount they would have received had they attended work and not taken the leave. A casual employee is taken to have been rostered to work hours in a period if the employee has accepted an offer of work for those hours.

**45.3.** Family and domestic violence leave may be taken as consecutive days, single days or as a fraction of a day.

**45.4.** Paid leave for family and domestic violence purposes will be paid at the full rate of pay for the hours the employee would have worked, had the employee not taken the leave.

**45.5.** The leave entitlement provided in this clause does not accrue from year to year, and unused leave is not paid out on termination of employment.

**45.6.** An employee experiencing family and domestic violence as defined in Clause 3 - Definitions or an employee supporting a member of their immediate family experiencing family and domestic violence may use family and domestic violence leave to access medical, legal and support services as necessary.

**45.7.** A further five (5) days of paid family and domestic violence leave may be granted on application to a People and Culture Director.

**45.8.** Further explanatory information, and details of evidentiary requirements and how to apply for the leave can be found in the CSU Leave Manual and the CSU Family and Domestic Violence Policy.

## 46. SPECIAL LEAVE

**46.1.** All full-time employees shall be entitled to ten (10) working days of paid special leave from 1 January each year. The unused component of the annual special leave entitlement shall not be cumulative.

**46.2.** Employees who are not appointed for the full calendar year shall have their special leave entitlement for that year calculated on a pro rata basis.

**46.3.** The unused component of the annual special leave entitlement shall not be paid out on termination.

**46.4.** A casual employee shall not be entitled to paid special leave.

**46.5.** An employee may use special leave for the following absences:

- i taking custody of a foster child for whom the employee has parental responsibilities;
- ii attending meetings or training associated with their union delegate activities;
- iii a life-threatening illness, serious injury or death of a member of the employee's immediate family (as defined in Clause 3 – Definitions) or their same household;
- iv cultural or religious obligations of significance;
- v an employee who is a member of a First Nations community to prepare for or attend National Aboriginal and Islander Day Observance Committee (NAIDOC) Week functions;
- vi activities of direct benefit to the community (for example blood donation, and emergency assistance including fire-fighting);
- vii attendance, and travel to, and from examinations for courses approved by the University;
- viii attendance at superannuation seminars organised by the University in conjunction with the employee's superannuation fund;
- ix personal emergency situations such as fighting fires or floods;
- x the employee undertaking fertility treatment on presentation of supporting medical documentation;
- xi the employee experiencing a miscarriage in the first twelve (12) weeks of gestation on presentation of supporting medical documentation;
- xii the employee's partner experiencing a miscarriage between thirteen (13) and twenty (20) weeks of gestation or still birth after twenty (20) weeks of gestation on presentation of supporting medical documentation;
- xiii inability to perform work duties because of menstruation or menopause.

**46.6.** Nothing in this Agreement shall prevent the University from granting additional special leave in exceptional circumstances. However, if the employee has exhausted their special leave entitlement, the University will provide an additional three (3) days paid leave per occasion for circumstances outlined in sub-clause 46.5 (iii).

**46.7.** A full-time fixed term or continuing employee who has identified themselves to the University as a First Nations person shall be granted an additional five (5) days special leave each year to participate in and/or fulfil cultural and/or ceremonial obligations. The unused component of this entitlement shall not be cumulative. The entitlement for part time employees and employees who are not appointed for the full year or are appointed after 1 January of a calendar year shall be calculated on a pro rata basis.

## **47. GENDER AFFIRMATION LEAVE**

**47.1.** The University is committed to supporting employees to affirm their gender in a safe, positive and inclusive manner. Charles Sturt University will not tolerate any discrimination, bullying, harassment or disfavour based on gender identity.

**47.2.** The University will maintain the privacy of the employee and the confidentiality of information provided under this clause. For the purposes of accessing gender affirmation leave, the employee may be required to provide such information and evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by this Clause 47 – Gender Affirmation Leave.

**47.3.** The University encourages employees affirming their gender to seek the specialised support of the team with responsibility for equity, diversity and inclusion for employees of the University.

**47.4.** A full time continuing or fixed-term employee who is affirming their gender is entitled to twenty (20) days' paid leave per annum from 1 January each year.

**47.5.** Employees appointed after 1 January of a calendar year shall have their gender affirmation leave entitlement for that year calculated on a pro rata basis.

**47.6.** Part time employees shall have their gender affirmation leave entitlement calculated on a pro rata basis.

**47.7.** The unused component of the annual gender affirmation leave entitlement shall not be cumulative, nor shall it be paid out on termination.

- 47.8.** Gender affirmation leave may be used for purposes incidental to the affirmation of their gender, including but not limited to any social, medical/surgical, legal and/or administrative steps that affirm the employee's gender.
- 47.9.** If an employee has used all of their paid leave under this clause, the employee may apply for up to twelve (12) months leave without pay. Such leave will not be unreasonably refused.
- 47.10.** A casual employee shall not be entitled to gender affirmation leave.

## **48. PANDEMIC LEAVE**

- 48.1.** In the event that an Australian Government or the World Health Organisation declares a pandemic affecting University employees, all full time continuing and fixed-term employees shall be entitled to ten (10) working days of paid pandemic leave for each calendar year in which the declaration is in operation subject to the provisions of this Clause 48 – Pandemic Leave.
- 48.2.** The entitlement for a part time or part year employee shall be calculated on a pro rata basis.
- 48.3.** The unused component of an annual pandemic leave entitlement shall not be cumulative, nor shall it be paid out on termination.
- 48.4.** Pandemic leave may be taken when an employee is prevented from working:
- i because the employee is required by government or medical authorities to self-isolate or quarantine;
  - ii because the employee is required by the University to self-isolate or quarantine;
  - iii because the employee is required on the advice of a medical practitioner to self-isolate or quarantine because they are suspected of having come into contact with a person who has contracted the infectious disease that is the subject of the declared pandemic;
  - iv because the employee is in isolation or quarantine while awaiting the results of testing;
  - v because the employee has an adverse reaction to a vaccination for the infectious disease that is the subject of the declared pandemic;
  - vi where, in order to perform caring duties for a member of their immediate family or same household who is ill, the employee is required to isolate on medical advice or the advice of health authorities; or
  - vii because of measures taken by government or medical authorities in response to a pandemic.
- 48.5.** An employee is entitled to access up to one (1) day of their pandemic leave entitlement on each occasion the employee is tested at a clinical facility for the infectious disease that is the subject of the declared pandemic.
- 48.6.** An employee is entitled to access up to one (1) day of their pandemic leave entitlement on each occasion the employee receives a vaccination for the infectious disease that is the subject of the declared pandemic.
- 48.7.** An employee who is fit for work but unable to attend work due to a Public Health Order, and for whom the University is not able to make alternative arrangements, may utilise pandemic leave. This shall not apply where an employee is unable to attend work due to refusal to comply with a requirement to receive any pandemic-related vaccination(s) without reasonable grounds. The University will consider reasonable grounds such as medical or legal exemptions.
- 48.8.** An employee will, if required by the University, provide evidence that would satisfy a reasonable person that the leave has been taken for one of the reasons set out in sub-clause 48.4.
- 48.9.** A casual employee shall not be entitled to pandemic leave.

## **49. DEFENCE FORCE LEAVE**

- 49.1.** Leave of absence on full pay for a period not exceeding ten (10) working days in any calendar year may be granted to an employee who is a volunteer part-time member of the Defence Force. Such leave may be granted for the purpose of deployment, attending a training camp, drill parade, school, class or course of instruction.

- 49.2. Additional 'top up' paid leave, equal to the difference between the employee's defence force income and their University salary, will be provided for a period of twelve (12) weeks where the University is in receipt of the Federal Government's Employer Support Payment Scheme for Defence Reservists.

## 50. LEAVE WITHOUT PAY

- 50.1. Leave without pay may be granted for appropriate purposes at the discretion of the University. An employee will be required to meet all superannuation obligations applying to the relevant fund during a period of leave without pay.
- 50.2. Leave without pay may be granted to enable employees to undertake family and parental responsibilities, such as to provide long term care of a close relative or family member who is ill, to minimise disruption to dependent care arrangements or to care for children during school holidays.
- 50.3. Leave without pay not exceeding sixty-one (61) calendar days per calendar year shall be recognised as service for the accrual of other forms of leave.

## 51. PUBLIC HOLIDAYS

- 51.1. The University shall observe as Public Holidays the days proclaimed for the jurisdiction in which the respective campus is located.
- 51.2. The Vice-Chancellor shall grant a holiday, on a day to be determined by the University, *in lieu* of the NSW Bank Holiday.
- 51.3. The Vice-Chancellor may approve the annual close-down of all or part of the University during the Christmas/New Year period in any year for the purpose of providing an annual holiday. Where the University is closed down during such a period, an employee shall be required to take annual leave to credit, flexitime to credit (or debit) or another form of accumulated time or leave, except on a day where a Public Holiday falls due or the day granted by the Vice-Chancellor in lieu of the Bank Holiday.
- 51.4. Where a Public Holiday falls due on a day on which a "seven (7) day shift work employee" is rostered off duty or on annual leave, the University shall add one (1) day to the employee's annual leave entitlement. This provision shall only apply to those employees who accrue annual leave pursuant to sub-clause 42.1 at the rate of twenty (20) days per annum.
- 51.5. The University and an employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday under the National Employment Standards.
- 51.6. Where an employee is granted approval under sub-clause 51.5 to substitute another day for a public holiday, work on the public holiday shall not attract penalty rates.
- 51.7. Where the University requests and an employee agrees to work on a Public Holiday, they shall be paid penalty rates as required under Clause 25 – Penalty Rates.

## 52. JURY AND WITNESS SERVICE

An employee (other than a casual employee) who is required to attend for jury service or who is subpoenaed or called as a witness in an official capacity, or by the Crown, shall be considered to be on duty while serving in such a capacity. If any monies are paid to an employee (other than meal or travel expenses) by the court while serving in such capacity, the employee is responsible for paying such funds to the University.

## PART 10 OTHER PROVISIONS

### 53. DISPUTE SETTLING PROCEDURE

- 53.1.** This dispute resolution process applies to disputes relating to any matter concerning the operation, interpretation or implementation of this Agreement and the National Employment Standards (a "dispute").
- 53.2.** A dispute may be between an employee and the University or between the union and the University, and these procedures may be instigated by the University, a union or an employee. A union may be involved in these procedures if requested to act by an employee directly affected by the dispute. It is agreed that the Parties to this Agreement and all employees have an interest in the proper and timely resolution of disputes.
- 53.3.** Where a dispute arises, in the first instance the parties to the dispute will attempt to resolve it directly with the employee's supervisor, if appropriate. Alternatively, initial resolution of the dispute should be attempted with the appropriate University line manager.
- 53.4.** If a dispute remains unresolved three (3) working days after an attempt to resolve the matter at sub-clause 53.3 has been made, the dispute may be referred to the Director, Workforce Services in writing in a further attempt to resolve the dispute.
- 53.5.** The parties to the dispute must co-operate to ensure that the resolution procedures are carried out as quickly as is reasonably possible. In order to achieve an efficient resolution of the dispute, the processes referred to in sub-clauses 53.3 and 53.4 will be deemed completed after ten (10) working days, unless otherwise agreed in writing between the parties.
- 53.6.** Throughout this process an employee may choose to be assisted or represented by their union or other representative of their choice. For the purposes of this clause, such a representative shall not include a practicing solicitor or barrister in private practice.
- 53.7.** Should the dispute not be resolved after completing the processes referred to in sub-clauses 53.3 to 53.5, the matter may be referred by a party to the dispute, within a period of thirty-five (35) calendar days, to the Fair Work Commission (FWC) for resolution by conciliation, and if conciliation does not resolve the dispute, by arbitration.
- 53.8.** The parties agree to be bound by and implement any order, decision or recommendation of the FWC, subject to any legal right of appeal.
- 53.9.** Until the procedures referred to above have been completed, and in order to achieve an efficient resolution of the dispute:
- i work shall continue in the normal manner, in accordance with the reasonable direction of the University;
  - ii no industrial action shall be taken by the union or the University; and
  - iii the University and the employees and the unions shall not change work, staffing or the organisation of work, if such is the subject of the dispute, or take other action likely to exacerbate the dispute.

### 54. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 54.1.** This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009 (Cth)*.
- 54.2.** An 'Individual Flexibility Arrangement' is a written agreement made with an individual employee to change the effect of certain clauses in this Agreement. It is used to make alternative arrangements to meet the needs of the University and the individual employee.
- 54.3.** The University and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement with respect to any of the following matters:
- i Purchased leave  
An employee may apply to enter into an agreement with the University to take purchased leave in addition to the four (4) weeks annual leave provided for in Clause 42 – Annual Leave. An employee may purchase either two (2) weeks or four (4) weeks additional annual leave in a twelve (12) month period.

The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the twelve (12) month period.

ii Ordinary hours of work

An employee may apply to enter into an agreement with the University to vary their working arrangements or ordinary hours of work referred to in Clause 23 – Hours of Work Professional/General Employees in order to accommodate the family and work/life commitments of the employee. Such an agreement will be subject to a cooling off period of fourteen (14) days.

iii Cashing out Annual Leave

In variation of Clause 42 – Annual Leave, an employee may enter into an agreement to be paid in the form of a lump sum payment for part of their annual leave entitlement provided that the employee retains a balance of at least four (4) weeks annual leave.

The agreement must state the number of hours or days of leave to be cashed out, and the date on which the payment is to be made.

**54.4.** The University must ensure that the terms of the individual flexibility arrangement:

- i are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*; and
- ii are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*; and
- iii genuinely meet the needs of the employee; and
- iv are genuinely agreed to by the University and the employee; and
- v result in the employee being better off overall than the employee would be if no arrangement was agreed to.

**54.5.** Except as provided in sub-clause 54.6 (iii), an individual flexibility arrangement must not require the approval or consent of a person other than the University and the employee.

**54.6.** The University will ensure that the individual flexibility arrangement:

- i is in writing; and
- ii includes the name of the University and the employee; and
- iii is signed by the University and the employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of an employee; and
- iv includes details of:
  - a. the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - b. how the arrangement will vary the effect of the terms; and
  - c. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- v states the day on which the arrangement commences.

**54.7.** The University must give the employee a copy of the individual flexibility arrangement no more than fourteen (14) days after it is agreed to.

**54.8.** The University or the employee may terminate the individual flexibility arrangement:

- i by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- ii if the University and employee agree in writing, at any time.

## **55. INTELLECTUAL AND ACADEMIC FREEDOM**

**55.1.** The University encourages and supports intellectual and academic freedom of both enquiry and expression.

**55.2.** Intellectual and academic freedom includes:

- i the freedom of academic employees to teach, discuss, research, and to disseminate and publish the results of their research;



- ii the freedom of employees to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their discipline or area of professional expertise;
- iii the freedom of employees to express their opinions in relation to the University; and
- iv the freedom of academic employees to participate in professional or representative academic bodies.

- 55.3.** Intellectual and academic freedom are rights that carry with them the duty to use the freedom in a manner consistent with a responsible and honest search for, and dissemination of, knowledge and truths.
- 55.4.** Employees have the discretion to determine their fields of research/knowledge within their area of discipline and professional expertise.
- 55.5.** Employees have the right to the valid exercise of intellectual and academic freedom without fear of harassment, intimidation or unfair treatment.
- 55.6.** An employee will not represent their personal opinions as being those of the University.
- 55.7.** Provided that an employee does not harass, vilify, denigrate, defame or intimidate, any valid exercise of intellectual or academic freedom is not misconduct or serious misconduct and the employee will not be subject to disciplinary action under Clause 38 - Misconduct/Serious Misconduct of this Agreement.
- 55.8.** Clause 55 – Intellectual and Academic Freedom does not prevent the University from assessing an employee's quality of academic work, for example, for probation, promotion or incremental progression purposes, and regarding research standards and research misconduct.

## **56. ENVIRONMENTAL SUSTAINABILITY**

- 56.1.** The University is committed to demonstrating leadership in sustainability by establishing policies and operations that will reduce its environmental footprint, reduce environmental risks in the workplace and demonstrate leadership to employees, students and the wider community.
- 56.2.** This commitment is outlined in the University's Sustainability Statement and demonstrated by the University being a signatory to the University Commitment to the UN Sustainable Development Goals, through the operation of the Sustainability at Charles Sturt office.
- 56.3.** The parties agree to work effectively together, in the spirit of the University's values, to develop a culture of environmental sustainability and to mobilise the University's collective capacity to support the achievement of the Sustainable Development Goals.
- 56.4.** University employees and the unions will be kept informed at least annually of the measurable progress in the University's efforts to support ecologically sustainable work practices.

## **57. ACCOMODATION AND MEALS FOR TRAVEL**

- 57.1.** Payment of accommodation and meal costs for travel on official University business shall be made within the prescribed limits set out in the University Travel Policy.
- 57.2.** An employee who is required to travel while on duty shall ensure that their travel is approved in accordance with the Travel Policy prior to undertaking such travel and will comply with the provisions of relevant University policies and guidelines including the Driver Safety Guidelines.

## **58. COST OF TRAVEL TO AND FROM WORK**

Employees shall meet the cost of travelling to and from the campus stated in their contract of employment. Where an employee is required by the University to travel to any other campus (or other location), the cost of such travel shall be paid by the University.

## **59. FIRST AID, TRADES AND TRADES RELATED ALLOWANCES**

### **First Aid Allowances**

- 59.1.** An employee appointed by the University as a First Aid or an Occupational/Senior First Aid Officer (in addition to their substantive position) and who possesses the required qualifications shall be paid the following allowance:



Allowance	Allowance Rate
Occupational First Aid Officer	\$1,470 per annum
Senior First Aid Officer	\$1,470 per annum
First Aid Officer	\$979 per annum

**59.2.** The first aid allowances set out in sub-clause 59.1 shall not apply:

- i to the calculation of overtime and penalty rates; or
- ii to any period of leave taken by an employee in excess of six (6) consecutive weeks in a calendar year.

#### **Health and Safety Representative (HSR Allowance)**

**59.3.** An employee appointed by the University as a Health and Safety Representative (in addition to their substantive position) and who possesses the required qualifications shall be paid the following allowance:

Allowance	Allowance Rate
Health and Safety Representative (HSR)	\$1,470 per annum

#### **Trades and Trades Related Allowances**

**59.4.** The trades and related allowances set out in this sub-clause shall apply and may be varied from time to time by the University during the life of the Agreement:

Allowance	Allowance Rate
Registration (Plumbers)	\$1,702 per annum
Licence (Electrician) (A Grade Licence)	\$2,752 per annum
Licence (Electrician) (B Grade Licence)	\$1,482 per annum
Licence (Plumber, Gasfitters and Drainers)	\$5,050 per annum
Tool (Painter)	\$429 per annum
Tool (Electrical Fitter)	\$1,112 per annum
Tool (Plumber and Carpenter)	\$1,762 per annum
Tool (Plasterer)	\$1,762 per annum
Clothing/Laundry/Equipment (Chef)	\$860 per annum

**59.5.** The trades and related allowances set out in sub-clause 59.4 shall apply for all salary and related purposes, such as overtime, all forms of leave and superannuation.

**59.6.** The licence and registration allowances set out in sub-clause 59.4 shall be absorbed upon appointment or reclassification to professional/general Level 5.

## **60. BULLYING AND HARASSMENT**

**60.1.** The University is committed to providing equity of opportunity in employment and to achieving an employment environment that is free from bullying, harassment and discrimination and supportive of academic achievement and the dignity and self-esteem of every employee.

- 60.2.** The University undertakes to put in place measures designed to prevent workplace bullying, including but not limited to facilitated meetings, mediation and providing appropriate training in the prevention of bullying to existing employees and to new employees.
- 60.3.** Employees, including managers, are required to:
- i personally demonstrate appropriate behaviour;
  - ii take reasonable care to ensure their own health and safety at the University; and
  - iii avoid adversely affecting the health or safety of any other person through any act of workplace bullying or omission to deal with acts of bullying.

## **61. FIRST NATIONS EMPLOYMENT**

- 61.1.** The University acknowledges that a lack of acceptance of the impact of ongoing colonisation on First Nations peoples as defined in Clause 3 - Definitions, is a significant driver of racism and seeks to play a leadership role in addressing cultural privilege, transforming attitudes and creating a workplace culture that values and respects First Nations knowledge, perspectives and ways of knowing, being and doing.
- 61.2.** The University will increase the number of First Nations employees to 88 by the end of the Agreement (4 July 2025), which represents 4% of headcount as at February 2023.
- 61.3.** The University will provide the most recent version of the following information to the ECC annually by 30 June, or as otherwise mutually agreed:
- i Higher education staff data as reported to the Commonwealth Department of Education or equivalent in relation to the University's First Nations employment statistics.
  - ii Aggregate data and information relevant to the implementation of the First Nations Employment Strategy including, but not limited to:
    - a Utilisation of Special Leave for cultural and ceremonial purposes and First Nations Cultural and Ceremonial Leave;
    - b Professional and career development initiatives;
    - c The classifications of positions and mode of employment (i.e., casual, fixed term or continuing positions – by both number (headcount) and Full Time Equivalent (FTE) – occupied by First Nations employees as compared to positions occupied by non-First Nations employees; and
    - d Retention and promotion of First Nations employees.
- 61.4.** The University will implement and maintain the First Nations Employment Strategy (FNES), or any successor strategy during the life of this Agreement. Reporting on progress towards implementation of the strategy will be a standing agenda item for the ECC.
- 61.5.** University representatives, including but not limited to the Pro-Vice-Chancellor responsible for First Nations matters or equivalent, will meet annually by 30 June or as otherwise mutually agreed with NTEU and CPSU representatives for the purposes of knowledge sharing and discussion of the implementation of the FNES.
- 61.6.** To advance the employment circumstances of First Nations Australians, the University also aims to:
- i increase the proportion of First Nations employees in continuing positions;
  - ii provide employee development, training and mentoring of First Nations employees;
  - iii provide for training on the implementation of employment strategies and cultural diversity programs for managers and employees; and
  - iv focus on maintaining effective links with relevant First Nations communities and agencies.
- 61.7.** An employee is eligible to receive an allowance where their fluency in a recognised First Nations language is required in the course of their duties. Language fluency may be confirmed via an employee recruitment process or through an application for a language allowance made during the course of employment. The following payments will apply:
- i Level 1 \$2,000 per annum - elementary Level – this level is appropriate for employees who are capable of using a minimal knowledge of language for basic conversation;

- ii Level 2 \$4,000 per annum - represents a level of ability for the ordinary purpose of general business, more formal communication, reading and writing, etc.

- 61.8. A First Nations employee who performs cultural duties on behalf of the University as negotiated with their supervisor will have those duties recognised in their workload.
- 61.9. The University commits to developing a framework for recognition of cultural load within nine (9) months of commencement of the Agreement in consultation with all First Nations employees, a Community and Public Sector Union representative, a National Tertiary Education Union representative, a Division of People and Culture representative and the Pro-Vice-Chancellor, First Nations or equivalent.
- 61.10. In addition to the leave provided at 46.7, a full-time fixed term or continuing employee who has identified themselves to the University as a First Nations person is entitled to ten (10) days of unpaid leave from 1 January each year to participate in and/or fulfil cultural and/or ceremonial obligations. The entitlement for part time employees and employees appointed after 1 January of a calendar year shall be calculated on a pro rata basis.

## **62. UNION REPRESENTATION ACTIVITIES**

- 62.1. The University recognises that unions are the legitimate representatives of those employees who are their members.
- 62.2. The University will establish a central fund of \$100,000 per annum to be shared equally between the CPSU and NTEU to cover the release from normal duties for those employees engaged in union representation activities relating to the University. The fund will allow the employees' work units to provide replacement employees by arrangement with the Director, Workforce Services on a case-by-case basis.
- 62.3. The University and the unions may conduct joint drop-in sessions from time to time to provide information to employees in relation to the provisions of the Agreement.
- 62.4. The University's employee onboarding or induction webpage will contain links to the NTEU and CPSU websites.
- 62.5. The University will provide for the deduction from salary, at the request of a continuing or fixed term employee, of trade union dues and levies, and the forwarding of these by the University to the relevant union. Alternatively, any employee may pay their trade union dues and levies directly to their Union.

## **63. REPAYMENT OF MONIES**

- 63.1. Notwithstanding any other provisions of this Agreement, the University may recover from an employee during the course of their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the employee.
- 63.2. Prior to instigating the recovery of any monies the employee shall be provided with written notice of the:
  - i reason for the alleged overpayment;
  - ii amount to be recovered;
  - iii the prospective pay date for any deductions to begin; and
  - iv a verified calculation outlining the components of the outstanding debt.
- 63.3. The employee shall have the right to review, comment or reply to the written notice.
- 63.4. A repayment plan will be agreed between the employee and the University.
- 63.5. As far as is practicable, the outstanding debt should be repaid within the period of the income tax year.

# SCHEDULES

## SCHEDULE I - ACADEMIC EMPLOYEE SALARY RATES

### PART A – ANNUAL SALARY RATES

CSU Level	Step	Base Rate	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
		22/07/2022	13/10/2023	11/10/2024	04/07/2025
		\$	\$	\$	\$
A	1	72,062.24	75,305.04	77,714.80	80,046.25
	2	76,116.13	79,541.36	82,086.68	84,549.28
	3	80,170.99	83,778.68	86,459.60	89,053.39
	4	84,230.94	88,021.33	90,838.01	93,563.16
	5	87,526.77	91,465.47	94,392.37	97,224.14
	6	90,822.92	94,909.95	97,947.07	100,885.48
	7	94,118.74	98,354.08	101,501.41	104,546.46
	8	97,412.34	101,795.90	105,053.36	108,204.96
B	1	102,486.24	107,098.12	110,525.26	113,841.02
	2	106,288.73	111,071.72	114,626.02	118,064.80
	3	110,089.62	115,043.65	118,725.05	122,286.80
	4	113,898.16	119,023.58	122,832.33	126,517.30
	5	117,694.27	122,990.51	126,926.21	130,733.99
	6	121,504.07	126,971.75	131,034.85	134,965.89
C	1	125,300.51	130,939.03	135,129.08	139,182.95
	2	129,111.59	134,921.61	139,239.10	143,416.28
	3	132,907.71	138,888.56	143,332.99	147,632.98
	4	136,712.73	142,864.80	147,436.48	151,859.57
	5	140,511.41	146,834.42	151,533.13	156,079.12
	6	144,318.66	150,813.00	155,639.02	160,308.19
D	1	150,656.66	157,436.21	162,474.17	167,348.39
	2	155,725.79	162,733.45	167,940.92	172,979.15
	3	160,793.65	168,029.36	173,406.30	178,608.49
	4	165,866.28	173,330.26	178,876.83	184,243.14
E	1	193,758.27	202,477.39	208,956.67	215,225.37

Any Level A employee required to carry out full subject co-ordination duties as part of their normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than the salary step for Level A, Step 6.

For salary calculation purposes only, the salary rates referred to in this Schedule shall be based on a five (5) day working week, with a divisor of thirty-seven and a half (37.5) hours per week.

## PART B – CASUAL SALARY RATES

### Introduction

1. A casual academic employee will be paid for all hours worked in accordance with this Schedule, as directed by their supervisor, provided that if the employee believes that they will not be able to complete the assigned work within the allocated time, the employee shall bring this to the attention of their supervisor as soon as possible.
2. A casual academic employee must be engaged and paid for at least two (2) hours of work on each occasion they are required to attend work by the University, inclusive of any incorporated time and payment for preparation or associated working time provided in paragraph 9. Supervisors and casual academic employees should organise work in such a way that this requirement is met.
3. A casual academic shall not be responsible for supervising other employees, unless the casual employee is a subject convenor or coordinator. However, at no time shall a casual employee be responsible for the performance management of another employee.

### Salary Calculations

4. This Schedule sets out the minimum rates paid to casual academic employees.
5. The salary rates for casual employees referred to in this Schedule are calculated by dividing the appropriate full-time salary rate from Schedule I - Part A by 52.178571 divided by thirty-seven and a half (37.5) hours per week and multiplying the result by the casual loading in sub-clause 20.19 of this Agreement. This calculation determines the base rate by which other rates are determined, depending on the nature of activity undertaken and the preparation time involved.
6. The base rate applicable to lecturing or for purposes of the significant marking rate (defined below) shall be determined by reference to the **Second step of the full-time Level B scale**.
7. The base rate applicable to all other duties, including tutoring rates, not covered by paragraph 9 below shall be determined by reference to the **Second step of the full-time Level A scale**.
8. The base rate applicable where an employee possesses a relevant doctoral qualification shall be determined by reference to the **Sixth step of the full-time Level A scale** ("Qual" rates in the Casual Academic Salary Rates table at paragraph 11 below).

### Teaching Activities

9. Definitions of teaching activities and their associated working time shall be:

#	Activity	Definition	Associated working hours per hour of delivery
1	Basic Lecture (Lecture)	<p>The Lecture rate is paid for education delivery described as a lecture in a course or subject outline, or in an official timetable issued by the University, or primarily involving subject material being delivered to students.</p> <p>The associated working time includes:</p> <ol style="list-style-type: none"><li>1. familiarisation with existing lectures;</li><li>2. marking directly associated with the delivery of a lecture. It does not include marking of assignments that are not assessable during the delivery of a lecture;</li><li>3. administration of relevant student records for which the casual academic is responsible; and</li><li>4. unscheduled student consultation immediately before or after a lecture.</li></ol>	2
2	Developed Lecture	<p>The Developed Lecture rate is paid where the lecturer assumes significant responsibility for planning and developing a subject or a large part of a subject as well as</p>	3

#	Activity	Definition	Associated working hours per hour of delivery
		lecturing or where a lecture or small group of lectures calls for special expertise.	
3	Specialised Lecture	The Specialised Lecture rate is paid where the lecture material requires a high degree of specialised expertise in a specific area. Specialised lecture rate is normally reserved for visiting experts delivering a single or small number of specialised lectures.	4
4	Tutorial	<p>The Tutorial rate is paid for education delivery described as a tutorial in a course or subject outline, or in an official timetable issued by the University, or primarily involving a supplementary form of educational delivery where matters already covered elsewhere in a subject are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation.</p> <p>The associated working time includes:</p> <ol style="list-style-type: none"> <li>1. familiarisation with existing tutorial materials;</li> <li>2. marking directly associated with the delivery of a tutorial such as a tutorial presentation or participation. It does not include marking of assignments that are not assessable during the delivery of a tutorial;</li> <li>3. administration of relevant student records for which the casual academic is responsible; and</li> <li>4. unscheduled student consultation immediately before or after a tutorial.</li> </ol>	2
5	Repeat Lecture Repeat Tutorial	<p>Repeat rates are paid for a second (2nd) or subsequent delivery of substantially the same lecture or tutorial in the same subject matter within a period of seven (7) days and any unscheduled student consultation immediately before or after a lecture or tutorial.</p> <p>Subject material re-delivered after seven (7) days will be payable at the original lecture or tutorial rate applicable.</p>	1
6	Clinical Education (normal preparation required)	<p>The Clinical Education (normal preparation) rate is paid for any education delivery in a clinical setting involving students working with humans or animals under the supervision of an appropriate academic, where:</p> <ol style="list-style-type: none"> <li>1. advanced clinical teaching skills are required; or</li> <li>2. assessment skills for complex evaluation of student learning are required; or</li> <li>3. student contact outside of direct clinical teaching is required.</li> </ol>	1
7	Clinical Education (little preparation required)	<p>The Clinical Education (little preparation) rate is paid for any education delivery in a clinical setting involving students working with humans or animals under the supervision of an appropriate academic, where:</p> <ol style="list-style-type: none"> <li>1. there is minimal preparation for contact periods; and</li> <li>2. minimal student assessment requirements; and</li> <li>3. no student contact outside of direct clinical teaching is required.</li> </ol>	0.5



#	Activity	Definition	Associated working hours per hour of delivery
8	Seminar	A Seminar shall mean a single education delivery activity that combines lecture and tutorial content and will be paid at the Lecture rate.	2
9	Standard Marking	The Standard Marking rate is paid for routine marking of student assignments, essays, short answer and multiple choice examinations, conducted outside of education delivery hours.	0
10	Significant Marking	The Significant Marking rate is paid for marking as a supervising examiner, or at honours level or above, or marking requiring a significant exercise of judgement appropriate to an employee at Level B status and conducted outside of education delivery hours.	0
11	Other Required Academic Activity	<p>The Other Required Academic Activity rate is paid for, but is not limited to, the following activities:</p> <ol style="list-style-type: none"> <li>the conduct of: <ol style="list-style-type: none"> <li>practical classes – laboratory based;</li> <li>demonstrations - where students observe an appropriate academic employee demonstrating subject material;</li> <li>student field excursions - where an academic employee supervises students on excursion and does not deliver any subject material;</li> </ol> </li> <li>the conduct of clinical sessions other than clinical education;</li> <li>the conduct of performance and visual art studio sessions;</li> <li>musical coaching, repititeurship, and musical accompanying other than with special educational service;</li> <li>basic subject updating or set-up activities such as: setting up subject forums, Learning Management System and Turnitin sites; revising assessment tasks and rubrics; timetable adjustments; textbook ordering; liaising with relevant staff; updating and quality assuring subject outlines; small editorial updates to learning materials and sites;</li> <li>consultation with students;</li> <li>undergraduate student and honours supervision;</li> <li>attendance at school and/or faculty meetings as required;</li> <li>marking preparation, which may be agreed where assessment design requires markers to undertake significant specialised preparatory work.</li> </ol> <p>This list is not intended to be exhaustive but is provided by way of examples and guidance.</p>	0
12	Other Specialised Academic Activity	<p>The Other Specialised Academic Activity rate is paid for any academic work that an employee is required to perform for the University that involves higher-level academic complexity/skill and is not described in Row 11 above, such as:</p> <ol style="list-style-type: none"> <li>subject coordination activities (including, but not limited to, subject convening and/or coordinating, responsibility for simultaneous multiple-mode or multi-</li> </ol>	0

#	Activity	Definition	Associated working hours per hour of delivery
		campus offerings of a subject, responsibility for staff supervision/coordination); 2. new subject development or revisions to subject content (including lectures for new subjects); 3. HDR student supervision.	
13	Musical Accompanying	The Musical Accompanying rate is paid for the provision of musical accompaniment to one (1) or more students or employees in the course of teaching by another employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.	1

10. For clarity, compensation for all associated working time worked by a casual academic employee is included the rates of pay prescribed in this Schedule I, Part B.

### Casual Academic Salary Rates

11. The casual academic rates for the following teaching activities will be:

Code for administrative purposes only	Description	Base Rate	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
		22/07/2022	13/10/2023	11/10/2024	4/07/2025
Prefix, followed by:		\$	\$	\$	\$
150	Standard Marking	48.62	50.81	52.44	54.01
155	Standard Marking (Qual)	58.02	60.63	62.57	64.45
160	Significant Marking	67.90	70.96	73.23	75.42
165	Significant Marking (Qual)	67.90	70.96	73.23	75.42
170	Other Academic Activity	48.62	50.81	52.44	54.01
175	Other Academic Activity (Qual)	58.02	60.63	62.57	64.45
180	Other Specialised Acad Activity	72.94	76.22	78.66	81.02
185	Other Specialised Acad Activity (Qual)	87.03	90.95	93.86	96.67
190	Repeat Tutorial	97.25	101.63	104.88	108.03
195	Repeat Tutorial (Qual)	116.05	121.26	125.14	128.90
200	Tutorial	145.88	152.44	157.32	162.04
205	Tutorial (Qual)	174.06	181.89	187.72	193.35
230	Repeat Lecture	135.80	141.91	146.45	150.85
240	Basic Lecture	203.70	212.87	219.68	226.27
250	Developed Lecture	271.60	283.82	292.91	301.69
260	Specialised Lecture	339.51	354.78	366.13	377.12
274	Clinical Educator Min	72.94	76.22	78.66	81.02
278	Clinical Educator Max	97.25	101.63	104.88	108.03

Code for administrative purposes only		Base Rate	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
		22/07/2022	13/10/2023	11/10/2024	4/07/2025
	Prefix, followed by:	\$	\$	\$	\$
284	Clinical Educator Min (Qual)	87.03	90.95	93.86	96.67
288	Clinical Educator Max (Qual)	116.05	121.26	125.14	128.90
290	Accompanist	97.25	101.63	104.88	108.03
295	Accompanist (Qual)	116.05	121.26	125.14	128.90

12.Nothing in this Agreement shall prevent the University from paying a higher rate for a particular activity.

# SCHEDULE II - PROFESSIONAL/GENERAL EMPLOYEE SALARY RATES

## PART A – ANNUAL SALARY RATES

CSU Level	Step	Base Rate 22/7/2022	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
			13/10/2023	11/10/2024	4/07/2025
		\$	\$	\$	\$
1	1	50,700.47	52,981.99	54,677.41	56,317.74
	2	51,824.54	54,156.64	55,889.66	57,566.35
	3	52,952.61	55,336.62	57,107.39	58,820.61
2	1	54,645.21	57,104.24	58,931.58	60,699.53
	2	56,292.80	58,825.98	60,708.41	62,529.66
	3	57,466.84	60,052.85	61,974.54	63,833.78
3	1	59,158.03	61,820.14	63,798.39	65,712.34
	2	60,847.00	63,585.12	65,619.84	67,588.43
	3	62,543.30	65,357.75	67,449.20	69,472.67
	4	64,235.75	67,126.36	69,274.40	71,352.63
4	1	65,926.00	68,892.67	71,097.24	73,230.15
	2	67,619.74	70,662.63	72,923.83	75,111.55
	3	69,874.24	73,018.58	75,355.18	77,615.83
	4	71,565.44	74,785.88	77,179.03	79,494.40
5	1	73,820.26	77,142.17	79,610.72	81,999.04
	2	76,077.63	79,501.12	82,045.16	84,506.51
	3	78,332.45	81,857.41	84,476.85	87,011.15
	4	80,592.05	84,218.69	86,913.69	89,521.10
6	1	82,846.54	86,574.63	89,345.02	92,025.37
	2	85,097.56	88,926.95	91,772.61	94,525.79
	3	87,354.91	91,285.88	94,207.03	97,033.24
	4	89,610.38	93,642.85	96,639.42	99,538.60
7	1	91,305.70	95,414.46	98,467.72	101,421.75
	2	94,121.29	98,356.75	101,504.16	104,549.29
	3	96,945.46	101,308.01	104,549.86	107,686.36
	4	99,766.14	104,255.62	107,591.80	110,819.55
8	1	102,582.99	107,199.22	110,629.60	113,948.49
	2	105,966.65	110,735.15	114,278.67	117,707.03
	3	109,351.91	114,272.75	117,929.47	121,467.36
	4	112,736.86	117,810.02	121,579.94	125,227.34
	5	116,115.75	121,340.96	125,223.87	128,980.59
9	1	119,500.99	124,878.53	128,874.65	132,740.89
	2	122,884.98	128,414.80	132,524.08	136,499.80
	3	126,268.95	131,951.05	136,173.49	140,258.69
10	1	127,960.15	133,718.36	137,997.34	142,137.26
	2	131,766.13	137,695.61	142,101.87	146,364.92
	3	135,687.34	141,793.27	146,330.65	150,720.57

## PART B – CASUAL SALARY RATES

The salary rates for casual professional/general employees are calculated as follows:

- i the appropriate full-time salary rate from Part A of this Schedule  $\div 52.178571 \div 35 + 25\%$ ;
- ii **Students** of the University employed as casual professional/general employees shall have the hourly rate calculated from the full-time salary rate for Level 1, Step 1 from Part A of this Schedule. The student rate (including explanation) is as follows:

**Student Rate 1** = 75% of CSU Level 1 - Performs straightforward, basic manual tasks of an unskilled nature.

**Student Rate 2** = 80% of CSU Level 1 - Performs straightforward tasks with clearly defined procedures and relatively simple problem solving involved.

**Student Rate 3** = 90% of CSU Level 1 - Performs tasks which have some complexity and require more experience. Exercise of judgment is within standard practices and procedures.

Based on the above explanation, students shall be paid in accordance with the following hourly rates:

Level	Step	Base Rate	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
		22/07/2022	13/10/2023	11/10/2024	04/07/2025
Student Rate 1	75%	\$26.03	\$27.20	\$28.07	\$28.91
Student Rate 2	80%	\$27.76	\$29.01	\$29.94	\$30.84
Student Rate 3	90%	\$31.23	\$32.64	\$33.68	\$34.69

For casual staff employed on Student Rate 1 and Student Rate 2, where the Higher Education Industry – General Staff – Award 2020 provides a greater entitlement than the Agreement, the University will pay the Award Rate plus an additional 1% of that rate.

- iii **Supervision of Examinations:**

An Examination Supervisor shall be paid in accordance with the following hourly rates:

Number of Exam Candidates	Level	Base Rate	To be paid in accordance with Clause 12		
			4.5%	3.2%	3.0%
		22/07/2022	13/10/2023	11/10/2024	04/07/2025
Presiding Supervisor (above 250 candidates)	Level 2 Step 2	\$38.53	\$40.26	\$41.55	\$42.80
Presiding Supervisor (up to and including 250 candidates)	Level 1 Step 3	\$36.24	\$37.88	\$39.09	\$40.26
Supervisor	Level 1 Step 2	\$35.47	\$37.07	\$38.25	\$39.40
Assistant Supervisor	Level 1 Step 1	\$34.70	\$36.26	\$37.42	\$38.55
Non attendance (1 hour only)	Level 1 Step 1	\$34.70	\$36.26	\$37.42	\$38.55

- iv Where the University rosters a casual employee on for a particular shift that requires attendance at a University campus, the minimum engagement period will be as follows:
  - a. The employee is a student, and their employment is primarily related to their status as a student, the minimum engagement period will be one hour;
  - b. The employee is a person with a primary occupation elsewhere (including with the University), the minimum engagement period will be one hour; and
  - c. All other casuals will have a minimum engagement period of three hours.

## SCHEDULE III - SALARY PROGRESSION

1. Salary progression is designed to acknowledge that employees gain additional skills, experience and knowledge over time and therefore make an increased contribution to the University.
2. Employees shall be entitled to progress annually within the salary range for their level until the maximum salary step is reached, subject to satisfactory performance, which is defined as:

*Where, during the twelve (12) month review period, an employee has acquired and used additional skills, experience and knowledge within the ambit of their appointment and, in accordance with the priorities of the Division, Faculty or University, and demonstrated satisfactory performance against the duties of their position.*
3. The process and documentation generated to support employee performance planning, development and review will inform decisions in relation to salary progression.
4. To achieve salary progression, an employee shall be expected to demonstrate that during the preceding year their performance has been satisfactory, in the terms of paragraph 2 of this Schedule, and in terms of their participation in the performance planning, development and review process.
5. Salary progression may be withheld, but only after the key actions in Clause 37 - Unsatisfactory Performance of this Agreement have commenced. A decision to withhold salary progression may be reviewed after the time period identified to remedy performance deficiencies has elapsed, with a view to granting salary progression when performance is deemed satisfactory.
6. The University operates under a common increment date for salary progression purposes. In order to protect the reliability of a common increment date, the following variation to the impact of leave without pay on salary progression, has been implemented:
  - i an employees' increment date will not be deferred by the taking of any leave without pay (not counting as service) taken since the previous common increment date; however
  - ii an employees' increment payment will be deferred by an amount of time equivalent to the total period of leave without pay (not counting as service) taken since the previous common increment date.



## **SCHEDULE IV - PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW**

### **1. General**

- 1.1 The University will continue to provide a performance planning, development and review framework that incorporates processes of planning, monitoring, reviewing, improving and, where appropriate, recognising the performance of employees.
- 1.2 The processes outlined in 1.1 will be implemented in the context of the specified standard relevant to the employee's level of employment.

### **2. Objectives**

- 2.1 The overall purpose of the performance planning, development and review framework shall be to enhance the capability of the University by developing an employee's skills and knowledge to meet or exceed the performance requirements for their current position or to prepare them for another position or a more senior role that they may wish to pursue.
- 2.2 The objectives of the framework are to:
  - i assist in the achievement of the goals and objectives of the University, Division/Faculty and Section/School;
  - ii align demonstrated capacities of employees with the University's mission, values and strategic priorities;
  - iii assist an employee to develop and perform to their full potential;
  - iii provide constructive feedback about performance and progress and recognise high performing employees for their positive achievements or contributions to the University;
  - iv enable individual employees' performance problems to be identified and addressed at an early stage;
  - v improve or enhance employees' work performance through identification of professional development and/or training needs for their current position or career development needs for a future position;
  - vi provide access to appropriate professional development activities for all employees; and
  - vii to identify opportunities to enhance organisational support for the professional development of employees.

### **3. Responsibility**

- 3.1 The Division of People and Culture shall be responsible for overseeing the supporting policy, procedures, guidelines, forms and supplementary resources and for providing relevant advice, consultancy and training.
- 3.2 The Vice-Chancellor, Deputy Vice-Chancellors, Pro-Vice-Chancellors, Executive Directors (or equivalent) and Executive Deans shall be responsible for implementing and monitoring the performance planning, development and review framework within the University or their respective Divisions, Faculties and Research Centres.
- 3.3 Data on completion rates will be provided to the ECC following the annual performance planning, development and review cycle.

### **4. Performance Planning, Development and Review Process**

- 4.1 Performance planning, development and review shall normally be conducted on an annual basis, and one (1) or more progress reviews may be held at regular intervals throughout the year.
- 4.2 The performance review cycle may be spread over a two (2) year period for academic employees who have reached the top of the salary scale and have a stable workload and are deemed to meet or exceed performance requirements. A short annual review for such employees for the purpose of determining or reviewing their workload allocation for the next twelve (12) months may still be necessary.
- 4.3 Employees shall be required to prepare, in conjunction with their supervisor, a report to review their performance and professional development over the past year and plan performance objectives and professional development for the coming year.
- 4.4 Employees at Level 3 or below may elect not to set performance objectives or to prepare a formal report, in which case their performance will be assessed against the duty statement for their position.

Such employees may elect to develop and discuss a training plan for the upcoming year with their supervisor.

4.5 The performance planning, development and review process will:

- i review and/or update the employee's duty statement/responsibilities;
- ii set performance objectives and develop a work plan (including activities, resources and support) to achieve the performance objectives;
- iii set professional development and/or training objectives and develop a plan (including activities, resources, support and leave entitlements) to achieve the professional development or training objectives;
- iv review performance and professional development; and
- v provide feedback on overall performance in relation to the performance objectives and specified standard.

**5. Participants**

- 5.1 Each employee shall have a nominated supervisor for the purposes of performance planning, development and review. For academic employees, the performance planning, development and review process shall be conducted by an employee more senior to them, with knowledge of their discipline. Where the employee is the most senior academic in their discipline, the process shall be conducted by someone from a cognate discipline.
- 5.2 The employee along with the supervisor shall be responsible for completing the performance planning, development and review documents.
- 5.3 At the invitation of the employee, the employee's mentor or support person may participate in the performance planning, development and review process, provided that the supervisor is given five (5) days' notice.

**6. Conflict Resolution**

If problems arise during the performance planning, development and review meeting, the supervisor or employee may adjourn the meeting and, should they so choose, arrange another person, to be part of the interview. The performance planning, development and review meeting shall be reconvened with the additional persons in attendance within one (1) week of the adjournment.

**7. Access to and Use of Documents**

- 7.1 Access to an employee's performance planning, development and review documents will be limited to the employee, the employee's supervisor, the employee's Executive Director/Executive Dean (or equivalent), and employees whose duties require them to have access to the documents or for the purposes of administration of the performance planning, development and review framework.
- 7.2 Performance planning, development and review documents may be used constructively as supporting evidence when decisions are being made in regard to:
- i normal or accelerated salary progression;
  - ii awards such as the CSU Excellence Awards or equivalent;
  - iii study/developmental leave;
  - iv participation in professional development activities, including secondment, staff exchange and job rotation;
  - v attendance at external conferences/seminars;
  - vi internal recruitment;
  - vii academic promotion;
  - viii workload allocation;
  - ix performance; and/or
  - x any other matter by agreement.

# SCHEDULE V - CSU PROFESSIONAL/GENERAL POSITION DESCRIPTORS

The following position descriptors have been developed with reference to the particular workplace needs of the University.

## LEVEL 1

### Education, Training and Experience

Perform duties that do not require formal qualifications or work experience prior to engagement. Duties may, however, require the provision of structured on-the-job training after engagement.

### Task

Perform repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than one (1) month of on-the-job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.

### Judgement and Problem Solving

Solve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.

### Supervision and Independence

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.

### Organisational Relationships and Impact

Employees can be expected to provide straightforward information to others on building or service locations. Employees follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior employees.

## LEVEL 2

### Education, Training and Experience

Perform duties at a skill level that requires:

- completion of Year 12 with nought to twelve (12) months relevant work experience; or
- completion of Year 10 and two (2) to three (3) years relevant work experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

### Task

Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on-the-job training and/or short courses consistent with training for Level 2.

### Judgement and Problem Solving

Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day-to-day basis.

### Supervision and Independence

Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non-standard or more complex tasks will be subject to detailed instructions and checking.

### Organisational Relationships and Impact

Knowledge of and ability to relay information on requirements or procedures in own work area or perform tasks which may involve providing a general directory service to members of the public, students and other

employees (e.g., advise on the location, role and availability of employees and services). Use tact in dealing with others.

### **LEVEL 3**

#### **Education, Training and Experience**

Perform duties at a skill level that requires:

- completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment; or
- completion of Year 12, normally with at least one (1) year's subsequent relevant work experience; or
- completion of a certificate or associate diploma with no relevant on-the-job experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### **Task**

Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training for level 3. Exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.

#### **Judgement and Problem Solving**

An employee will be expected to:

- solve similar problems, requiring some initiative and interpretation in the application of established rules, procedures, precedents, practices or techniques;
- exercise some judgement over when to refer matters or seek assistance; and
- where the opportunity arises, make suggestions and develop local job specific systems to assist in the completion of allocated tasks.

#### **Supervision and Independence**

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where:

- task objectives are well-defined; and
- choices are made between a range of straightforward alternatives.

#### **Organisational Relationships and Impact**

Apply knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.

### **LEVEL 4**

#### **Education, Training and Experience**

Perform duties at a skill level that requires:

- completion of an associate diploma level qualification with relevant work-related experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post - certificate relevant work experience; or
- Year 12 and at least four (4) years relevant work experience, often combined with some formal training, leading to a detailed knowledge of specific administrative procedures and technical office skills; or
- completion of a post-trade certificate and subsequent relevant experience; or
- completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### **Task**

Perform a variety of tasks that:

- require a sound working knowledge of relevant trade, technical or administrative practices;
- include limited creative, planning or design functions; and

- require an awareness of the relevant theoretical or policy context.

#### Judgement and Problem Solving

Solve standard problems within an established framework or body of knowledge by:

- applying a range of procedures and work methods;
- being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures; and
- selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems.

#### Supervision and Independence

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods and sequences, where choices are made which require some understanding of a well-defined policy framework or recourse to technical knowledge. Guidance is available.

#### Organisational Relationships and Impact

Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.

### LEVEL 5

#### Education, Training and Experience

Perform duties at a skill level that requires:

- completion of a degree without subsequent relevant work experience as a graduate upon appointment; or
- completion of an associate diploma with a range of experience including at least two (2) years subsequent relevant work experience; or
- completion of a certificate or a post-trades certificate and extensive subsequent relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Perform tasks which require:

- the standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise; or
- depth (i.e., the development of some areas of specialisation) or breadth of technical, trade or administrative expertise, including a sound appreciation of the relevant theoretical or policy framework, in a particular functional area or to a set of related activities.

#### Judgement and Problem Solving

Solve diverse problems (characterised by subject range or depth) which require judgement and initiative based either on:

- theoretical knowledge; or
- a thorough knowledge of a complex set of rules, activities, techniques or procedures.

#### Supervision and Independence

Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to apply and interpret procedures.

#### Organisational Relationships and Impact

Apply a detailed knowledge of work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to standard circumstances and advise, assist and influence others.

### LEVEL 6

#### Education, Training and Experience

Perform duties at a skill level that requires:

- a degree, normally with two (2) or more years subsequent relevant experience to consolidate the theories and principles learned; or

- extensive experience (e.g., an Associate Diploma with at least four (4) years subsequent relevant experience), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Perform a range of assignments that:

- are guided by policy or objectives and, where relevant, by professional standards;
- require a conceptual understanding of relevant policies, procedures or systems; and
- require interpretation in the application of policy and/or precedent.

#### Judgement and Problem Solving

Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes.

#### Supervision and Independence

Duties arise from role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable).

An employee may have supervisory responsibility and some line management responsibility for employees performing a set of related functions and as well as employees reporting indirectly to the position.

#### Organisational Relationships and Impact

Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. An employee may provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.

### LEVEL 7

#### Education, Training and Experience

Perform duties at a skill level that requires:

- a degree with at least four (4) years subsequent relevant experience to consolidate and extend the theories and principles learned; or
- extensive experience and management and or specialist expertise; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, an employee may:

- provide consultancy advice to other employees; and/or
- practice or provide comprehensive instruction to students or employees, in a specialised area of theoretical, policy or technical complexity.

#### Judgement and Problem Solving

Independently apply theoretical or policy knowledge to:

- modify and adapt techniques to develop innovative methodologies;
- research and analyse a situation and propose new responses or solutions; and/or
- take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.

#### Supervision and Independence

Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required. An employee may have line management responsibility for employees delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.



## Organisational Relationships and Impact

Duties require knowledge of the relationship between a range of diverse policies and activities. An employee may negotiate solutions where a range of interests have to be accommodated, and develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.

### LEVEL 8

#### Education, Training and Experience

Perform duties at a skill level that requires:

- a degree with substantial extension of the theories and principles, normally requiring at least eight (8) years relevant graduate experience; or
- a range of management experience; or
- postgraduate qualifications with relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to:

- manage programs;
- develop, review or evaluate significant policies, programs or initiatives;
- be the recognised authority within the University in a complex specialised area;
- develop or apply new principles and technology; and/or
- provide professional or consultancy services with recognised standing across or outside of the University.

#### Judgement and Problem Solving

Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, which may include a requirement to draw together the interests of several functional or specialist areas. An employee may provide strategic advice at Divisional/Faculty level or equivalent.

#### Supervision and Independence

An employee will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area, and have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.

## Organisational Relationships and Impact

An employee will be expected to apply a thorough knowledge of:

- University wide policies;
- the external environment (e.g.; government legislation, codes, guidelines and requirements); and/or
- diverse research and teaching activities (e.g.; at the level of a large School), to have a substantial influence on policy development or to manage or coordinate a number of programs.

### LEVEL 9

#### Education, Training and Experience

Perform duties at a skill level that requires:

- extensive management expertise and supporting experience; or
- postgraduate qualifications and extensive relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Perform tasks involving:

- a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs; and
- responsibility for or impact on significant resources.

#### Judgement and Problem Solving

Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within broad statements of role objectives where responsibilities have been substantially

delegated. An employee will have independence in the allocation of resources within constraints established by senior management.

#### Supervision and Independence

Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available.

#### Organisational Relationships and Impact

Take a leading operational role in the development or review of policies or programs. Plan and undertake significant liaison, consultation and negotiation for the development, modification or implementation of changes to policies or practices. An employee will apply a comprehensive knowledge of related programs.

### LEVEL 10

#### Education, Training and Experience

Perform duties at a skill level that requires:

- experience and expertise in the management of significant human and material resources; or
- experience and expertise in the provision of strategic policy advice affecting the direction of the University; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

#### Task

Perform tasks requiring the conceptualisation, development, review and accountability for the operation of major professional, management or administrative policies at the corporate level. Significant high-level creative, planning and management functions. Responsible for significant resources or have a strong impact on the deployment of significant resources.

#### Judgement and Problem Solving

Be accountable for the achievement of objectives and management of programs affecting a significant organisational area at Faculty level or equivalent. An employee may be an influential contributor to decisions over the allocation or use of substantial resources and have responsibility for managing substantial contract obligations or a substantial budget, including the discretion to re-allocate funds or priorities within a budget.

#### Supervision and Independence

An employee may have either:

- substantial management responsibility, usually for diverse activities; or
- work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.

#### Organisational Relationships and Impact

Taking into account the views and interests of other employees, an employee will:

- carry operational responsibility (i.e., be the catalyst or driving force) for the development or significant amendment of policies or systems at Faculty level or higher; or
- bring a multi-perspective understanding to the development, communication, marketing or implementation of new policies or programs.

## SCHEDULE VI - CSU MINIMUM STANDARDS FOR ACADEMIC LEVELS

Minimum standards for levels of academic employees are set out in this Schedule. Minimum standards for academic levels (MSAL) are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic employees may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

### Mainstream academic employees

#### Level A

A Level A academic will work with the support and guidance from more senior academic employees and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the University, at a level appropriate to the skills and experience of the employee, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the University. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

#### Level B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other employees, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the University.

#### Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the University.

#### Level D

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

A Level D academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

## Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors.

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

## **Research academic employees (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 employees 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. They will undertake administration primarily relating to their activities at the University.

### 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 their field of expertise.

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

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 their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within the University and their 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 their field or research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within the University and their discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

# SCHEDULE VII - ACADEMIC WORKLOAD POLICY DEVELOPMENT AND REVIEW

## Introduction

1. Consistency of academic workloads across Faculties and Schools will be guided by a University-wide Academic Workload Policy (AWP). In the event of any discrepancy between the AWP and this Agreement, the provisions of the Agreement will apply.
2. 2024 School based workload allocation policies will continue to apply until such time as an AWP is in place.

## Initial AWP

3. To progress the AWP, the Academic Workload Committee (AWC) will draft a comprehensive survey to inform the development of the policy. Following approval of the survey content by the Deputy Vice-Chancellor (Academic) (DVCA) or equivalent, continuing, fixed term and casual academic employees will be given the opportunity to complete the survey.
4. The AWC will consider the results of the survey and recommend the AWP to the Schools.
5. Each School will hold a School meeting to consider the AWC's recommendations and provide full and transparent feedback on different perspectives in the School in relation to the AWP. Casual academic staff who participate in the provision of feedback on the AWP relating to casuals will be remunerated for their attendance at a School meeting to discuss the policy.
6. The AWC will consider any feedback from the Schools and recommend any policy changes to the DVCA or equivalent in an updated AWP.
7. If the DVCA or equivalent *does not approve* the updated AWP, it will be referred back to the AWC for further review and steps 4 to 6 will be repeated.
8. If the DVCA *does not approve* the updated AWP for the second time, it will be referred back to the AWC for review in the following academic year.
9. If the DVCA or equivalent *approves* the updated AWP, a vote of continuing and fixed term academic employees will be held to ascertain the level of support for the updated AWP.
10. If the revised AWP *is supported* by 50% plus one (1) of the employees who participate in the vote, it will be implemented in the next academic year, provided that any enhancements to University systems required to put it into effect have been made. In the event that such enhancements are not able to be put into effect for the next academic year, School based workload allocation policies will continue to apply until such time as these enhancements are in place and an implementation date will be recommended by the AWC for approval by the DVCA or equivalent.
11. If the updated AWP *is not supported* by 50% plus one (1) of the employees who participate in the vote:
  - a. The AWC will consider whether any further adjustments should be made and provide any recommendations to the Schools in an adjusted AWP;
  - b. Each School will hold a School meeting to consider the AWC's recommendations and provide full and transparent feedback on different perspectives in the School in relation to the adjusted AWP;
  - c. The AWC will consider any feedback from the Schools and recommend any policy changes to the DVCA or equivalent in the adjusted AWP;
  - d. If the DVCA or equivalent *does not approve* the adjusted AWP, it will be referred back to the AWC for review in the following academic year;
  - e. If the DVCA or equivalent *approves* the adjusted AWP, a vote of continuing and fixed term academic employees will be held to ascertain the level of support for the adjusted AWP.
12. If the adjusted AWP *is supported* by 50% plus one (1) of the employees who participate in the vote, will be implemented in the next academic year, provided that any enhancements to University systems required to put it into effect have been made. In the event that such enhancements are not able to be put into effect for the next academic year, School based workload allocation policies will continue to apply until such time as these enhancements are in place and an implementation date will be recommended by the AWC for approval by the DVCA or equivalent.
13. If the adjusted AWP *is not supported* by 50% plus one (1) of the employees who participate in the vote, it will be referred back to the AWC for review in the following academic year. The AWC may choose to conduct another comprehensive survey to inform the following year's review.

### Annual Review

14. In each academic year following the implementation of the AWP, the University will conduct a simple survey of continuing, fixed term and casual academic employees asking them to identify any issues of concern (not revisit all aspects of the policy) to inform any further modifications to the AWP.
15. The AWC will consider the results of the annual survey and recommend any policy changes to the DVCA or equivalent.
16. If the DVCA or equivalent *does not approve* the modified AWP, the AWP in place at the time will remain in force until any change is approved via the next annual review process.
17. If the DVCA or equivalent *approves* the modified AWP, it will be implemented following any necessary enhancements to University systems and will remain in force until any change is approved via the next annual review process.
18. In the event of a critical workload issue arising in the course of an academic year that presents significant work health and safety risks, the matter will be referred to the Division of People and Culture for possible referral to the AWC.

### Variations to the AWP

19. Once the AWP is approved and implemented, where the requirements of a School or discipline are demonstrably different from the provisions set out in the AWP, the School may request a variation to the AWP.
20. Heads of School or equivalent shall be responsible for the collegial development of any request for a variation to the AWP. The development of a request for variation will allow sufficient time for consultation with all academic staff in the academic unit, through a formal school-wide collegial process, such as a dedicated school meeting.
21. The request for a variation will be referred to the AWC. In considering requests for variations, the AWC will consider the impact of the variation on the equitable allocation of work and make a recommendation to the DVCA or equivalent as to whether the variation should be approved.
22. If the DVCA or equivalent *does not approve* the variation, the provisions of the AWP will apply.
23. If the DVCA or equivalent *approves* the variation, it will become a Schedule within the AWP.
24. Variations may be considered and recommended by the AWC and approved by the DVCA or equivalent ahead of the implementation of the initial AWP.



## SIGNATORIES TO THIS AGREEMENT



23/11/2023

Professor Renée Leon

Date

Address: Panorama Avenue, Bathurst, NSW, 2795

The Vice-Chancellor has the authority to sign the Enterprise Agreement by virtue of the Charles Sturt University Act 1989 (Section 20) and in accordance with the University Council Policy on Delegations and Authorisations (Schedule B – B4)

in the presence of



Signed for and on Behalf of **COMMUNITY AND PUBLIC SECTOR UNION (SPSF Group) NSW Branch**

  
Stewart Little

13/12/2023  
Date

Address: 160 Clarence Street Sydney NSW 2000

The NSW State Branch Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of the Community and Public Sector Union.

in the presence of

 Vijaya Varghese

Signed for and on behalf of **NATIONAL TERTIARY EDUCATION INDUSTRY UNION by General Secretary**

Damien Cahill

Date

Address: 1st Floor, 120 Clarendon Street Southbank VIC 3205

The General Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of the National Tertiary Education Industry Union.

in the presence of

## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5306

Applicant: Charles Sturt University

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Maria Crisante, Executive Director, People and Culture have the authority given to me by Charles Sturt University to give the following undertakings with respect to the Charles Sturt University Enterprise Agreement 2023-2025 ("the Agreement"):

1. For the purposes of this Agreement, the definition of "Seven-day shift work employee" at clause 3 and the reference to "seven (7) day shift work employees" referred to in clause 42.3 are "shiftworkers" for the purposes of the NES.
2. Schedule II, Part B (ii) to be replaced with the following text.  
  
From the effective date of this Agreement, students of the University employed as casual professional/general employees shall:
  - a) have their role classified in accordance with Schedule V of this Agreement; and
  - b) be paid step 1 of the rate provided in the Higher Education Industrial Award – General Staff – Award 2020 for the classification identified at (a), plus 1%.
3. The words at sub-clause 26.4(ii) are deleted and replaced with:  
  
The annualised salary of the employee will be reviewed by the University at 3-month intervals (or if the employment ceases earlier over such lesser period as has been worked) to ensure that compensation is appropriate having regard to the reconciliation of annualised salaries at clause 26.5.
4. Sub-clauses 26.5 (i) and (ii) be deleted and replaced with:
  - i For each employee paid an annualised salary, the University will undertake a reconciliation at 3- month intervals to establish whether the annualised salary the employee received was less than the amount the employee would have received under the Agreement (or if the employment ceases earlier over such lesser period as has been worked);
  - ii Where the reconciliation establishes that an employee on an annualised salary has been paid less than the rates of pay they would have been paid under the Agreement for performing the same work, the employee will be paid the difference over the 3-month period (or if the employment ceases earlier over such lesser period as has been worked).
5. Casual employees will not be provided with annualised salaries. Therefore, clause 26 excludes casual employees in its entirety.

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



Signature

12/02/2024

Date






# s 190 - undertakings - Charles Sturt University - 2024.02.12

Final Audit Report

2024-02-12

Created:	2024-02-12
By:	Lachlan Carr (lachlan.carr@aheia.edu.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzF_l1Wqgq2BTUMBhevRZHkrqw12Lt75s

## "s 190 - undertakings - Charles Sturt University - 2024.02.12" History

-  Document created by Lachlan Carr (lachlan.carr@aheia.edu.au)  
2024-02-12 - 3:46:06 AM GMT
-  Document emailed to Maria Crisante (edpc@csu.edu.au) for signature  
2024-02-12 - 3:46:10 AM GMT
-  Email viewed by Maria Crisante (edpc@csu.edu.au)  
2024-02-12 - 3:47:55 AM GMT
-  Document e-signed by Maria Crisante (edpc@csu.edu.au)  
Signature Date: 2024-02-12 - 3:48:51 AM GMT - Time Source: server
-  Agreement completed.  
2024-02-12 - 3:48:51 AM GMT

## **Student Casuals – New Structure**

### **Undertaking – Section 190 - FWC Matter No: AG2023/5306**

2. Schedule II, Part B (ii) to be replaced with the following text.

From the effective date of this Agreement, students of the University employed as casual professional/general employees shall:

- a) have their role classified in accordance with Schedule IV of this Agreement; and
- b) be paid step 1 of the rate provided in the Higher Education Industrial Award – General Staff – Award 2020 for the classification identified at (a), plus 1%.

<b>Higher Education Industry – General Staff – Award 2020</b>	<b>Base Rate Including Casual loading</b>	<b>CSU Student Rate Inclusive +1%</b>
<b>1.1</b>	\$ 31.30	\$ 31.61
<b>2.1</b>	\$ 32.80	\$ 33.13
<b>3.1</b>	\$ 33.99	\$ 34.33
<b>4.1</b>	\$ 37.03	\$ 37.40
<b>5.1</b>	\$ 38.93	\$ 39.32
<b>6.1</b>	\$ 42.86	\$ 43.29
<b>7.1</b>	\$ 46.09	\$ 46.55
<b>8.1</b>	\$ 50.21	\$ 50.71
<b>9.1</b>	\$ 56.59	\$ 57.16
<b>10.1</b>	\$ 59.81	\$ 60.41

Effective as at 6/3/2024

Note: These rates will be updated in line with the **Higher Education Industry – General Staff – Award 2020** increases as the occur.