

Academic Staff Enterprise Agreement 2023-2025



Academic Staff Enterprise Agreement 2023 – 2025

PART 1 – OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement will be known as Griffith University Academic Staff Enterprise Agreement 2023- 2025.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. OPERATION OF AGREEMENT

This Agreement will operate from seven days after the date of approval by Fair Work Commission and have a nominal expiry date of 30 June 2025 from date of approval. The University will meet with the NTEU upon their request at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

4. AWARD RELATIONSHIP AND REPLACEMENT OF AGREEMENTS

4.1 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement would apply.

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

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

4.4 Policies, procedures and guidelines of the University are not incorporated into and do not form part of this Agreement.

5. APPLICATION OF AGREEMENT

5.1 This Agreement has been negotiated between the University and bargaining representatives on behalf of staff including the union listed below and shall be binding according to its terms upon the following:

- a) Griffith University; and
- b) National Tertiary Education Industry Union (**NTEU**); and
- c) Academic employees employed by the University as defined herein.

The provisions of Schedule 4 and other such provisions of this Agreement as specified in Schedule 4 shall apply to employees who are appointed to the positions listed in this Schedule.

6. OPERATION OF SCHEDULES

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

7. AVAILABILITY OF AGREEMENT

The Agreement will be made available on the University's website.

8. NO FURTHER CLAIMS

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

9. CONSULTATION ON POLICY CHANGE

No substantive changes will be made to University policies, procedures and guidelines related to conditions and benefits affecting employment, including those referred to in this Agreement, without prior consultation with employees and the NTEU.

10. DEFINITIONS

10.1 Definition of Singular and Plural

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

10.2 Definition of Terms

10.2.1 Academic employee or employee means a person employed by Griffith University in a position classified in accordance with the descriptors in Schedule 1 or Schedule 2, or a person employed under a casual arrangement to carry out academic duties, but does not mean or include a person who is the Vice Chancellor; a Deputy Vice Chancellor; a Pro Vice Chancellor; or equivalent senior management position.

10.2.2 Agreement means Griffith University Academic Staff Enterprise Agreement 2023-2025.

10.2.3 Carer means a person who provides personal care, support and assistance to another individual in need of support due to disability, medical condition, including terminal or chronic illness, mental illness or is frail and aged. This is distinct from the "primary care giver" definition.

10.2.4 Consultation means the conferring between the University and relevant member(s) and their nominated representative(s) and the union in such a way that the participants have an opportunity to contribute to and influence the decision-making process and the outcomes.

10.2.5 Continuity of Service means a period of uninterrupted employment inclusive of relevant approved paid leave. Approved leave without salary does not affect continuity of service.

In the case of fixed term appointments other than those employees identified in Schedule 4, breaks between fixed term appointments of up to 2 times per year and up to 6 weeks shall not constitute breaks in continuous service.

In the case of fixed term appointments for those employees identified in Schedule 4, breaks between fixed term appointments of up to 2 times per year and up to 6 weeks shall not constitute breaks in continuous

service and/or a break of service not exceeding 12 weeks in any calendar year shall not constitute breaks in continuous service.

10.2.6 **Dependant** means a person the employee maintains who is:

- a) their spouse
- b) their parent or spouse's parent
- c) a child under 21 years old who is not a student
- d) a student under 25 years old who is studying full-time at school, college, or university
- e) a child-housekeeper (their child who kept house for them full-time)
- f) an invalid relative (child or sibling) 16 years old or older

Maintaining a dependant involves any of the following:

- i) living with their dependant in the same house
- ii) giving them food, clothing, or lodging
- iii) helping them pay for living, medical, and educational costs

10.2.7 **Disciplinary Action** means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and is defined as:

- a) Formal censure or counselling;
- b) Demotion by one or more classification levels or increments;
- c) Withdrawal of a salary loading;
- d) Withholding of an increment;
- e) Suspension with or without pay;
- f) Termination of employment (only available in cases of serious misconduct or unsatisfactory performance).

10.2.8 **Domestic or Family Violence** means behaviour by a person (the first person) towards another person (the second person) with whom the first person is in a relevant relationship (as defined by the *Domestic and Family Violence Protection Act 2012* (Qld)) that

- a) is physically or sexually abusive; or
- b) is emotionally or psychologically abusive; or
- c) is economically abusive; or
- d) is threatening; or
- e) is coercive; or
- f) in any other way controls or dominates the second person and causes the second person to fear for their safety or wellbeing or that of someone else; and
- g) includes associated domestic violence being behaviour towards a child of the second person; or a child who usually lives with the second person; a relative of the second person or a person with whom the second person has a bona fide domestic relationship.

10.2.9 **FWC** means Fair Work Commission.

10.2.10 **Head of Element** means a position that is the designated head of an organisational unit in the University, for example, Head of School or Director of an administrative division.

10.2.11 **Misconduct** means conduct that is not serious misconduct but is nonetheless conduct that is unsatisfactory or inappropriate including but not limited to:

- a) wrongful or improper conduct of a kind which constitutes an impediment to the carrying out of an employee's duties or to the employee's colleagues carrying out their duties;
- b) dereliction of the duties required of the employee;
- c) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

- 10.2.12 **Nominated Representative** means a person the employee has requested to represent him or her and who can be an employee or an officer or employee of the union and is not currently practicing as a solicitor or barrister.
- 10.2.13 **HR** means the office of Human Resources at Griffith University.
- 10.2.14 **Primary Care Giver** means the person who is, for the relevant period, primarily responsible for ensuring that care is provided to their new born or adopted child.
- 10.2.15 **Procedural Fairness** means the following:
- 10.2.15.1 An employee whose conduct and/or performance is in question:
- a) must be informed of the case against them or their interests prior to any decision being made; and
 - b) be provided with all material to be used by the decision-maker; and
 - c) be given a reasonable opportunity to be heard (either in writing or orally) including the opportunity to answer any allegations, the material to be considered by the decision-maker and a reasonable time in which to respond; and
 - d) be given a reasonable opportunity to provide any relevant material/evidence to be taken into consideration.
- 10.2.15.2 A decision-maker must not be biased (actual) or could be seen by an informed observer to be biased in any way (apprehended) in dealing with a matter during all stages of the decision-making process.
- 10.2.15.3 In making a decision, the decision-maker must:
- a) only rely on logical and probative evidence;
 - b) only take into account relevant considerations;
 - c) not take into account irrelevant considerations;
 - d) ensure that the decision is not unreasonable in the sense that no reasonable decision maker could have reached such a decision.
- 10.2.15.4 An employee is entitled to be represented by their nominated representative at any meeting with their supervisor or a management representative where conduct or performance is in question.
- 10.2.16 **Relevant Senior Officer** means an officer of the University that has an authority to exercise a delegation or act on behalf of the University.
- 10.2.17 **Serious Misconduct** means:
- 10.2.17.1 Conduct that is serious misconduct includes both of the following:
- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - b) conduct that causes serious and imminent risk to:
 - i) the health or safety of a person; or
 - ii) the reputation, viability or profitability of the employer's business.
- 10.2.17.2 For subclause 10.2.17.1a), conduct that is serious misconduct includes each of the following:
- a) the employee, in the course of the employee's employment, engaging in:
 - i) theft; or
 - ii) fraud; or
 - iii) assault; or
 - iv) sexual harassment or sexual assault; or
 - v) serious harassment; or
 - vi) serious bullying; or
 - vii) research misconduct; or
 - b) the employee being intoxicated at work;

- c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- 10.2.17.3 For paragraph 10.2.17.2b), 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.
- 10.2.18 **Termination of Employment** means termination of employment at the initiative of the University.
- 10.2.19 **Union** means National Tertiary Education Industry Union.
- 10.2.20 **University** means Griffith University.
- 11. FLEXIBILITY**
- 11.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth).
An employee covered by this Agreement may request the University to agree to make an individual flexibility arrangement to vary the effect of the term of the Agreement, provided that:
 - a) the arrangement is about the variation to clause 26 Annual leave of the Agreement so that the employee may take additional Annual leave as under the Flexible Work Year scheme; and
 - b) this arrangement meets the genuine needs of the University and the employee; and
 - c) the arrangement is genuinely agreed to by the University and the individual employee.
- 11.2 The University will ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - c) will result in the employee being better off overall than the employee would be if no arrangement was made;
- 11.3 The University will ensure that the terms of the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the relevant manager of the University and the employee; and
 - c) is signed by the relevant manager of the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences; and
 - f) does not require that anyone else approve it, other than the employee and the relevant manager of the University.
- 11.4 The University will give the employee a signed copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5 The University or the employee may terminate the individual flexibility arrangement within 14 days after it is agreed to:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the University and the employee agree in writing at any time.
- 11.6 An employee may be represented by a union or other representative of their choice in negotiating an individual flexibility agreement.

PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

- a) Upon engagement, the University shall provide the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement, including mode of employment, classification level and salary and terms and length of any period of probation.
- b) For a fixed term employee, this shall also include the term of the employment and the category under which the fixed term contract has been established for that employment.
- c) For casual employment this shall also include duties required, the number of expected hours and rate of pay.

12. TYPES OF APPOINTMENT

12.1 Continuing

A continuing appointment is employment with the University that is not continuing (contingent funded), fixed term or causal and may be subject to the successful completion of a probationary period.

12.2 Continuing (Contingent Funded) Employment

12.2.1 An employee appointed to a position funded by contingent funding for a period of 12 months or more may be employed on a continuing (contingent funded) contract of employment in accordance with this provision.

12.2.2 “Contingent funding” is limited term funding provided from external sources unless 12.2.3 applies.

12.2.3 Notwithstanding the above, an employee may be appointed to continuing (contingent funded) employment using internal funds, where the appointment is required to complement limited term external funding.

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

- a) Termination of Employment Clause 36 except as specified in this clause;
- b) Redundancy and Redeployment Clause 41 including payments that apply to employees employed on a continuing contract of employment;
- c) Fixed Term Employment Clause 12.4 except as specified in this clause.

12.2.5 Where the funding that supports an employee’s continuing (contingent funded) employment ceases the following provisions will apply;

- a) the University may transfer the employee to another equivalent position;
- b) if, during the notice period specified herein, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;
- c) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the employee is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement payment of leave may be delayed for 9 weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the employee is not likely to be offered further employment by the University.
- d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment will be made to the employee.

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

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

- b) the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
- c) termination is under the provisions of:
 - i) Unsatisfactory Performance Clause 35; or
 - ii) Misconduct Clause 42; or
 - iii) Managing Ill Health Clause 43.

12.2.7 If an employee's employment is terminated, the employee will be entitled to:

- a) A minimum of 4 weeks' notice of termination, or 5 weeks if the employee is over 45 years of age, which the University may pay out in lieu of notice; and
- b) Severance payments as set out herein;

except that in the case of serious misconduct the relevant provisions will apply.

12.3 Scholarly Teaching Fellows

12.3.1 Scholarly Teaching Fellow (**STF**) means an academic employee who is principally engaged in teaching and whose work profile comprises a maximum of 70% teaching profile, with the remaining work allocation assigned to research/scholarship and service. The primary purpose of such positions is to undertake teaching work previously undertaken by casual teaching employees.

12.3.2 STF positions will be available to current fixed term or casual employees of the University, who meet the following criteria as at the commencement of Trimester 1, 2023:

- a) at least 3 years of continuous employment (in the case of fixed term employees); or
- b) performed casual teaching work of at least 100 hours per year over the previous 3 years; or
- c) an equivalent combination of fixed-term and casual work; and
- d) has not been enrolled as a student (including as a research student) during the previous 2 years. This exclusion does not apply to students undertaking the Graduate Certificate in Higher Education or equivalent.

12.3.3 The University will make available 20 full-time equivalent STF appointments over the life of the Agreement.

12.3.4 STF positions are continuing positions and selection will be based on a competitive process, with demonstrated high calibre performance in teaching being a requirement, with preference given to applicants with a PhD and/or track record of research achievement and length of service to the University.

12.3.5 STF's will be appointed to positions not less than 0.4FTE at either Level A6 or B1 and will be subject to the normal processes for probation. Normal salary increments and academic staff review processes will apply, taking into account the work allocation profile.

12.3.6 STF appointees will be eligible to apply for promotion (for those appointed at Level A) or conversion (for those appointed at Level B) after completing 2 years in that position to a Level B teaching and research/scholarship academic appointment as described in Schedule 1 of this Agreement.

12.4 Fixed Term Employment

Fixed term employment with the University is an appointment made for a specified term or ascertainable period, for which the employment contract will specify the starting date and projected finishing date of that employment and for which there is no expectation of continuity of employment.

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

During the term of employment, the contract is not terminable, by the University, other than during a probationary period, or through cause based upon serious misconduct or unsatisfactory performance.

12.4.1 Categories of Fixed Term Employment

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

a) Specific task or project

Specific task or project means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided from limited term external funding.

b) Research

Research means work activity by a person engaged on research only functions for a contract period not exceeding 5 years.

c) Replacement employee

Replacement Employee means an employee:

- i) undertaking work activity replacing an employee for a definable period for which the latter is either on authorised leave of absence or temporary secondment or alternate duties and which such fixed term appointment may be terminated prior to the specified end date where the substantive employee being replaced returned to their position at an earlier time; or
- ii) performing the duties of:
 - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - a vacant position for which the University is undertaking review of the need to fill on a continuing basis and would otherwise be filled in the interim on a casual basis (such appointments will be limited to a maximum term of 12 months); or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

d) Recent professional practice required

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

e) 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 period of up to 5 years.

f) Fixed term contract employment subsidiary to studentship

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, not within the description of another circumstance in the other paragraphs of this subclause, that is work within the student's academic unit or an associated research of that academic unit and is work generally related to a degree course that the student is undertaking, provided that:

- i) such fixed term contract employment will be for a period that does not extend 12 months beyond the end of the academic year in which the person ceases to be a student, including any period that the person is not enrolled as student but is still completing postgraduate work or is awaiting results; and
- ii) that an offer of fixed term employment under this paragraph is not conditional on undertaking the studentship.

g) New Area of Activity

- i) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course, or a new venture or activity not currently pursued by the University.

- ii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity.
- iii) Appointments made under this clause will be for a maximum of 3 years.
- iv) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.
- v) Where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

h) Phasing Out of Activities

- i) A fixed term appointment may be made where a formal decision has been, or is likely to be, made to phase out an area of activity and where it is necessary to make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.
- ii) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period.

i) Teaching

Teaching means activities including lecturing, tutoring, clinical facilitation, and other teaching related academic activities as described for casual academic engagements in Schedule 3 to this Agreement. Such appointments will have a minimum period of a 14 week continuous teaching period and a maximum period of 5 years.

j) Decrease in Enrolments

In order to improve job security, this provision enables the University to use fixed term appointments in order to mitigate potential redundancies.

Consistent with the University's commitment to the appropriate use of casual employment, fixed-term appointments may be used for up to three (3) years where:

- i) there is a demonstrable likelihood based on available data of a significant decrease in enrolments; and
- ii) this is likely to require a reduction in future employee numbers; and
- iii) there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments.

It is a requirement for the use of such fixed-term appointments that there is a correlation between the number of fixed-term appointments made and the numbers and area(s) of forecast decrease in enrolments.

If at the end of the fixed-term appointment, the work is considered to be continuing, the relevant employee(s) will be offered a continuing appointment where the employee(s) was appointed through a merit-based selection, has demonstrated continued satisfactory performance and where no continuing employees in substantively similar positions within the organisational area are proposed to be made redundant.

12.4.2 Conversion from Fixed Term Employment

12.4.2.1 Where an employee whose employment is currently funded from University operational funds and has been engaged over a period of 5 or more years on:

- a) 2 or more consecutive fixed-term appointments, or
- b) on a continuing (contingent funded) appointment, or
- c) a combination of fixed term and continuing (contingent funded) appointments,

upon request the employee will, subject to 12.4.2.3, be converted to continuing employment, provided that the employee:

- i) was appointed through a merit-based selection process, for at least one of the appointments; and
- ii) has consistent work performance that has not been assessed as unsatisfactory; and
- iii) the work to be performed is the same or similar and within the same work unit; and
- iv) has a contract or work that will last for a further two (2) years (or more).

12.4.2.2 Where a fixed-term employee whose employment is currently funded from external contingent funds has been engaged on 2 or more consecutive fixed-term appointments over a period of 5 or more years, upon request they will, subject to 12.4.2.3, be converted to continuing (contingent funding) employment, subject to the same requirements (i) – (iv) as set out above.

12.4.2.3 Applications for conversion which meet the criteria specified in subclause 12.4.2.1 will only be refused on reasonable grounds which may include one or more of the following:

- a) the work being performed by the employee will cease within the following two years and there is no other suitable alternative work;
- b) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- c) the employee has indicated their intention to retire within the next two years;
- d) the employee was engaged as a replacement employee in accordance with subclause 12.4.1; or
- e) the employee has a primary occupation within the University or elsewhere either as an employee or as a self-employed person.

12.4.2.4 Where the University determines a fixed term position is to be converted to a continuing position, the current incumbent, if there is one, may be offered an appointment on a confirmed, ongoing basis where they have completed a probation period or have been employed for a period of at least equal to the probation requirements for the position, and they were appointed in their current fixed term appointment through a competitive and open merit selection process.

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

12.4.3 **Continuation of Fixed Term Employment**

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

12.4.4 **Notice of Renewal or Non-Renewal of Contract**

The notice period, for renewal or non-renewal to a further fixed term contract, for an employee who is on a fixed term appointment is as follows:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

An employee who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of 1 week to that listed above.

Where, because of circumstances relating to the provisions of specific funding to support employment,

external to the University and beyond its control, the University is not reasonably able to give the notice required, compliance will be achieved if the University:

- a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and
- b) gives notice to the employee at the earliest practicable date thereafter.

12.4.5 **Payment of Severance**

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

- a) an employee is on a second or subsequent fixed term appointment, for a specific task or project or for research, and the same or substantially similar duties are no longer required by the University; or
- b) the duties of a fixed term appointment, for a specific task or project or for research, continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

The following severance entitlement will apply:

Period of continuous service	Severance Pay
at least 1 year but less than 4 years	4 weeks pay
at least 4 years but less than 5 years	5 weeks pay
at least 5 years but less than 6 years	6 weeks pay
at least 6 years but less than 8 years	7 weeks pay
at least 8 years but less than 9 years	8 weeks pay
at least 9 years but less than 10 years	9 weeks pay
at least 10 years or more	12 weeks pay

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

An employee is not entitled to severance pay when they transfer to subsequent employment that utilises the identical external funding source (e.g. same research grant) and/or with a University managed cognate entity.

Breaks between appointments of up to 2 times per year and of up to 6 weeks per occasion will not constitute breaks in service for the purpose of this clause.

12.5 **Casual Employment**

- 12.5.1 A casual appointment is employment with the University in which the person is engaged by the hour and paid on an hourly basis that includes a casual loading for Agreement based benefits for which a casual employee is not eligible including all paid leave entitlements (with the exception of long service leave).

The casual loading will be 25%.

- 12.5.2 A casual employee will be engaged and paid a minimum of two (2) hours on each occasion they are required by the University to attend work on campus or other University premises, inclusive of delivery and additional hours, preparation and associated working time including agreed duties provided for in Schedule 3.

- 12.5.3 The definitions and pay rates for all types of casual academic work are contained in Schedule 3 of this Agreement.

- 12.5.4 With the exception of casual research only employees, casual academic employees will not normally:

- a) be responsible for the employment or supervision of other employees;
- b) be required to engage in research activities;
- c) be involved in administration duties other than those necessary to support their primary teaching function.

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

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

12.5.7 Casual academic employees, other than those employed on an occasional or ad hoc basis, shall be provided with the following resources and facilities on the same basis as a continuing academic employee:

- a) library cards;
- b) out of hours building access;
- c) email accounts; and
- d) network and intranet access, including access to a university computer.

12.5.8 It is acknowledged that casual employment will continue to be appropriate in some circumstances. The University will not use casual employment as a substitute for continuing and fixed term positions, but only to supplement.

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

12.5.9 The University will reduce the overall usage of casual employment from the levels in place at 31st March 2022 (17.4% of total academic employees FTE). The University will reduce the usage of casual employment to 16.4% by 31 March 2025.

12.5.10 To assist in the reduction of casual employment, the University will implement a program to support appointment of casual staff to STFs in accordance with clause 12.3. The appointed STFs workload will include activities previously undertaken by casuals. The University will hire 100 FTE of additional academic employees (including STFs) by 31 March 2025. The positions will be additional to the 1408 FTE employed as at 31 March 2022. Existing casual employees will be actively encouraged to apply for all available academic positions.

12.5.11 The University will report to the Academic Staff Consultative Committee (ASCC) the overall usage of casual academic employment as a percentage of FTE on an annual basis at an ASCC meeting. Where reporting does not show a reduction, the University and the ASCC will work together to consider reasonable measures to achieve the University's target reduction. When comparing annual changes to the percentage of casual academic staff within the University academic staff community, consideration will be given to the impact of any strategic project which includes casual academic employment funds to support the implementation of the project. In those circumstances this will be reported to the ASCC which will determine what impact, if any, this will have on the agreed targets.

12.5.12 For the purposes of defining the casual academic staff FTE, the University will use the following algorithm adopted from the approach used by the Department of Education for the Higher Education Statistics Staff Data set:

- sum the total number of work hours (unwrapped) by casual academic staff during the full year;
- divide by 35 to give an equivalent number of weeks worked; and
- divide by 52 the equivalent number of weeks in a year.

The FTE of the University academic employee community is calculated annually on 31 March.

13. MODES OF EMPLOYMENT

13.1 Full-time

Full-time employment means employment where an employee is engaged for the full-time normal hours in accordance with the provisions of this Agreement.

13.2 Part-time

Part-time employment means employment for a fraction of the normal hours for a full-time employee. All

entitlements of an employee employed on a part-time basis in this Agreement are calculated on the relevant pro-rata basis or as specified.

13.3 Reversible Part-time Appointment for the Care of Dependants

13.3.1 Eligibility

Employees must have responsibility for the care of dependants at the time of application and may be required to show documentation of dependant's need for care. Casual employees are not eligible.

13.3.2 Application

Applications for reversible part-time appointments will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

Any eligible employee may apply, for the purpose of the care of dependants, for a change in hours in accord with the following:

- a) On 1 or more occasions during the employee's period of employment with the University.
- b) For each occasion, the period of reduced hours should normally be for not less than 12 months and not more than 5 years. In special circumstances, an employee may apply for a reduction of hours for a minimum of 6 months.
- c) The fraction of time worked and length of time for the reversible part-time appointment are to be negotiated with the Head of Element. Automatic reversion to their former status will occur at the end of the approved reversible part-time period.

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

The University's grievance procedures apply in cases where an employee wishes to contest the decision.

- 13.3.3 Employees will be paid on a pro-rata basis commensurate with their classification level. Benefits of employment will be on a pro-rata basis in proportion to the fraction of full-time work undertaken during the nominated period.

13.4 Flexible Work Year

- 13.4.1 Flexible Work Year applications will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

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

- 13.4.3 An application to participate in the flexible work scheme will be treated as an application for part-time employment. Employees participating in the flexible work scheme will be required to enter into an administrative arrangement with the University to take salary in 26 equal instalments.

Employee participation in the scheme is optional and at the request of the employee. The term of participation in the flexible work year scheme will be subject to agreement between the employee and the University.

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

- 13.4.5 Flexible work year leave accrued each 52 week period is expected to fully utilised in that accrual period and taken prior to the taking of the employee's recreation leave accrual.

Where an employee has not applied to utilise their flexible work year leave on an annual basis, or they have accrued in excess of 30 days recreation leave, approval for the flexible work year arrangement may be withdrawn and the employee will revert to their substantive work arrangements.

- 13.4.6 All flexible work year leave is normally required to be fully utilised by the employee prior to the expiration of participation in the scheme. However in exceptional circumstances, where there is a remaining portion of accrued flexible work year leave that does not attract a leave loading at the expiration of participation in the scheme, the value of the remaining leave will be repaid to the employee.

- 13.4.7 Either the employee or the University may initiate negotiation of a variation of the approved arrangement, with changes normally subject to 3 months' notice.

14. WORKPLACE FLEXIBILITY

- 14.1 All reasonable requests for staff to work flexibly, including working from home, will be considered and dealt with as set out in the University's policies, procedures and guidelines.

15. ACADEMIC WORK AND ALLOCATION

15.1 Academic Work

- 15.1.1 All employees, with the exception of casual employees, will have work allocated in accordance with this clause. For the purpose of this clause, academic work encompasses:
- a. responsibilities and functions set out in the Position Classification Standards (PCS) in Schedule 1 of this Agreement; and
 - b. activities encompassing research, teaching, engagement, leadership, service, administration, or other scholarly activities as appropriate to the academic's appointment and classification.

15.2 Principles of Academic Work Allocation

- 15.2.1 Teaching allocation frameworks and models will be developed, and academic work allocated, in accordance with the principles set out in this clause.
- 15.2.2 The University will allocate academic work on the basis of the notional 1,725 hours per annum (pro rata for part-time and proportionate to the equivalent period for periodic employment).
- 15.2.3 An employee will not be required to teach more than 8 contact hours in one day without their agreement.
- 15.2.4 An employee will not be required to undertake scheduled teaching on public holidays, weekends, or before 8:00am or after 10:00pm without their agreement unless
- a. it is a term of their contract of employment; or
 - b. the employee is appointed to a position where the duties specify the requirement to undertake teaching during one or more of these periods.
- 15.2.5 An employee's annual work allocation will:
- a. recognise the self-direction of academics in arranging their patterns of work;
 - b. address the University's duty of care to an employee's health and safety;
 - c. not routinely or unreasonably require the employee to carry out their duties beyond the annual notional hours of work;
 - d. be consistent with employees achieving an appropriate balance in professional and personal lives within the reasonable practicalities of academic work; and
 - e. be based on reasonable, realistic and fair assessments of the time necessary to perform the work to a satisfactory level relative to the academic's skill, competence and expertise and in accordance with the Position Classification Standards in Schedule 1.
- 15.2.6 For the purpose of clause 15.1, academic work includes all work required in the role irrespective of whether the work achieved the planned or desired outcome. For instance, irrespective of whether a paper is accepted for publication.

15.3 The Academic Work Profile Framework

- 15.3.1 The University will use an academic work profile to express each employees' nominal time allocation to each of the three components of academic work. Employees' work profiles will be recorded centrally.
- 15.3.2 An employee's work profile will encompass three components: teaching, research/scholarship, and service and engagement, unless otherwise provided in the letter of offer, for example, research only positions, or in circumstances outlined in clause 15.3.3.
- 15.3.3 Employee's appointed to part-time positions of 0.8FTE or lower, or employees on approved reversible part-time arrangements in accordance with clause 13.3, may request that their work profile encompass two academic components. All requests will be considered in accordance with operational requirements of the element, and the interests of the employee.

- 15.3.4 The majority of employees will have a research allocation of a balanced work profile or a higher research allocation. A balanced profile consists of a 40% allocation of time to research, 40% to teaching and learning and 20% to service and administration. These percentages are averaged over a three-year period and in any given year may not be set at these levels.
- 15.3.5 With the exception of employees engaged in clinical teaching, employees with a teaching focussed profile must have a minimum of combined 30% of their profile allocated to the remaining two academic components of service, and scholarship or research.
- 15.3.6 No component of any employee's work profile will equate to less than 10%.
- 15.3.7 A work profile will consider the strategic direction of the University, the operational needs of the element and the employee's past performance, individual circumstances and preferences and proposed career plans.
- 15.3.8 Any assessment of the appropriateness of an employee's work profile will occur by way of a consultative process, normally during the annual performance review process. The University will not unreasonably change the work profile of an employee. Where there is a substantive change in circumstances, an employee may request a change to their profile at any time.
- 15.3.9 The Head of Element will reduce the teaching component of early career academics in their first year of teaching to assist those with research in their profile to establish their research. An early career academic will be considered as an employee without a doctoral qualification or with a total of 5 or less years since conferral of their doctorate (measured by FTE), which may take career interruptions into consideration. This reduction will be at least 10% of their teaching allocation.
- 15.3.10 The Head of Element, in consultation with the employee, approves any changes to the work profile. Where the University proposes a substantive change to the quantum of allocation between components of academic work, relevant support and development during the transition period will be provided as required.

15.4 Teaching Allocation Framework

- 15.4.1 For the purposes of the teaching allocation framework, 'Teaching' encompasses all teaching and teaching related duties requiring academic judgment. 'Coursework teaching' is defined as all teaching-related activities associated with course convenorship, class teaching, marking and work-integrated learning.
- 15.4.2 Upon approval of this Agreement, the University will commence work on a new University level teaching allocation framework. The University framework will define the expected range of time required to be allocated for specific teaching and teaching related activities. Teaching and teaching related activities will include:
- teaching-related responsibilities associated with roles such as course convenorship;
 - teaching-related responsibilities associated with program directorship where these duties are not compensated by the service allocation in their work profile;
 - courses that are being taught for the first time or require substantial redevelopment;
 - preparation, design and revision of course materials and assessment tasks;
 - the modes of teaching delivery and student support, including face to face, online and hybrid teaching;
 - the total number of students and student diversity in a course and the size of classes;
 - initial and repeat teaching;
 - research supervision; and
 - additional travel time associated with performing teaching.
- 15.4.3 The development of the University framework will occur by way of a series of meetings chaired by the Provost and will invite participation of and submissions by employees representative of all levels of appointment and academic groups, as well as two employees nominated by the NTEU. Upon completion of the development of the teaching allocation framework it will be implemented either on approval by the ASCC or after six months, whichever is earlier.
- 15.4.4 The University will ensure that Element based teaching allocation models are consistent with the University framework. Element models will be developed and reviewed through a rigorous process of consultation between the Group Pro Vice-Chancellor, the Dean (Academic), the Head of Element and all employees of the Element. This process will include but not be confined to a series of meetings to which

all academic employees of the element are invited to provide input into the development or review of the model. Before the models are implemented, they will be considered by the ASCC to ensure that they are in compliance with Clause 15 and with the University teaching allocation framework.

15.4.5 Element based teaching allocation models will be reviewed at least every three years, or where there are significant changes to the Element's teaching delivery modes or major curricula changes requiring review of the model and updated when changes are warranted, bearing in mind the desirability of maintaining a predictable and sustainable model.

15.4.6 Employee's teaching allocations will be recorded centrally.

15.5 The Annual Allocation of Teaching Activities

15.5.1 The time allocated for an employee's teaching activities should reflect the teaching component of their work profile so their average balances over a 3 year rolling period.

15.5.2 An employee and their Head of Element (or nominee), will discuss both the principles in clause 15.2 and the employee's programme of work planned for the year ahead and settle on the proposed teaching allocation for the coming year.

15.5.3 The Head of Element will approve teaching allocations. For transparency they will make the Element's teaching allocations available to all staff within that Element.

15.5.4 In considering teaching work allocations, the Head of Element and employee will discuss the planned number of consecutive teaching periods having regard to the sustainability of loads in each period, the employee's total work allocation and, where applicable, allowing time to focus on research. For those teaching in trimesters, no more than two consecutive trimesters of coursework teaching will be allocated without the agreement of the employee. An employee on a balanced work profile will have 8 consecutive work weeks without coursework teaching each year. This period may be reduced by two weeks for each additional 10% allocated to an employee's teaching profile.

15.6 Requests to Review Academic Work Allocations

15.6.1 Where an employee has concerns regarding their profile or a specific work allocation, including concerns of unreasonableness, inequity or lack of transparency, they should follow the following steps where options and strategies to vary work allocation can be discussed and, where agreed, implemented and monitored.

Step 1 - In the first instance an employee should discuss their concerns with their Head of Element.

Step 2 - If, following efforts to resolve concerns, the employee still has concerns about their profile or work allocation they, or the Union acting on their behalf, may seek a formal review. To initiate a formal review, the employee and/or the Union representative will detail the concerns to the Relevant Senior Officer specifying steps already undertaken and explaining what concerns still remain. The Relevant Senior Officer will review the concerns, consulting with all parties to make a determination and then advise the employee and/or the Union representative in writing, setting out reasons for the decision with reference to this clause. The Relevant Senior Officer will take action as deemed appropriate and will conclude this review within 10 working days.

Step 3 - Should the employee and/or the Union representative believe the concern has not been satisfactorily dealt with, the matter can be pursued using the University's individual grievance resolution procedure, entering the process at level 3.

15.6.2 The NTEU may raise concerns through the Academic Staff Consultative Committee (ASCC) about the work allocation model in a particular Element or Group and request an investigation be undertaken to determine whether a work allocation model is being applied correctly. Where the ASCC determines that there are reasonable grounds and the concerns have not been addressed through the review mechanisms, the Chair of the ASCC will nominate an investigator in consultation with the ASCC. A report of the investigation will be provided to the ASCC and the employees in the Element or Group. Where the investigation does not resolve the matter, the matter may be referred to the Dispute Avoidance and Settlement Procedures.

16. DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES

- 16.1** The objectives of these procedures are the avoidance and resolution of any disputes over matters covered by any part of this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- 16.2** The procedures in this clause may be followed in the event that a dispute arises which relates to:
- a) the interpretation, application or implementation of any provision of this Agreement; or
 - b) the National Employment Standards.
- 16.3** At any stage of this dispute procedure an employee may choose to be represented by a nominated representative.
- 16.4** The following procedures shall apply:
- 16.4.1** In the first instance the matter will be discussed with the relevant supervisor or manager in order to attempt to resolve the dispute. This process should not normally extend beyond 10 working days. During this period the matter may be referred to the ASCC.
- 16.4.2** If the dispute is not resolved through the steps above, it shall be referred to the Director HR (or delegate) who shall attempt to resolve the matter and this should not normally take longer than 15 working days. Any resolution shall be in the form of a written agreement, subject, if necessary to ratification by either party to the dispute.
- 16.4.3** If the dispute is not resolved through the steps above the matter may be referred by either party to the dispute to the Fair Work Commission (FWC).
- The FWC may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation. All efforts will be undertaken to resolve the dispute at this stage, with the parties having regard to any recommendation or opinion presented by the FWC.
- If the conciliation process does not result in the resolution of the dispute, the FWC may then arbitrate the dispute and make a determination that will be binding.
- A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 16.4.4** Without prejudice to the position of either party to the dispute, while the matters in dispute are being dealt with in accordance with this clause, work shall continue in a normal manner (other than with respect to bona fide health and safety issues) and no industrial action is to be taken by any party to the dispute.
- 16.4.5** Nothing contained in this procedure shall prevent representatives of the Union or the University from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- 16.4.6** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

17. CONSULTATIVE MECHANISMS

The Academic Staff Consultative Committee (ASCC) will be maintained to facilitate the implementation, operation and application of this Agreement. The Committee will comprise up to 3 University representatives and 2 employee union member representatives and up to 2 officers nominated by the NTEU.

The Committee will meet on a quarterly basis. Additional meetings will be convened to discuss the implementation, operation and application of the Enterprise Agreement at the request of either party (including to enable the ASCC to perform its role under Clause 15). Employees who are nominated or elected to the ASCC will be entitled to include the duties of the ASCC as part of their normal service work allocation.

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

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

- 18.2** The University's Statement on Reconciliation confirms the University's commitment to promoting an environment valuing the cultures, knowledges and contribution of Aboriginal and Torres Strait Islander, First Peoples.
- 18.3** The University aims to achieve population parity and is committed to a target of 3.6% (2.6% as at December 2022) by the nominal expiry of this Agreement to increase overall Aboriginal and Torres Strait Islander, First Peoples employment at Griffith University. The University Council will develop Key Performance Indicators and will be responsible for monitoring the achievement of the targets identified in this Agreement.
- 18.4** Each Element will develop published strategies to be implemented to achieve these targets and report on a 6 monthly basis whether or not it has achieved the desired outcomes, and any barriers encountered, to the Aboriginal and Torres Strait Islander: First People Employment Committee. Where Element targets are not being met, the University and the NTEU will work together to consider reasonable measures to achieve targets in consultation with the Aboriginal and Torres Strait Islander: First Peoples Employment Committee.
- 18.5** An Aboriginal and Torres Strait Islander: First Peoples Employment Committee will be maintained as a sub-committee of the University Equity Committee, membership of which will include both Union and Aboriginal and Torres Strait Islander, First Peoples representation and be chaired by the relevant Deputy Vice Chancellor. It will provide advice on the Aboriginal and Torres Strait Islander, First Peoples Employment Strategy and monitor and report on progress in employment strategies undertaken to achieve targets.
- 18.6** Where it becomes apparent that the University is not on track to meet its commitment as outlined in 18.3 the University will organise a meeting of the Aboriginal and Torres Strait Islander: First Peoples Employment Committee, the NTEU and Aboriginal and Torres Strait Islander employees to discuss options and strategies to assist the University to achieve the target.

PART 3 – SALARIES AND RELATED MATTERS

19. SALARIES

- 19.1** Academic employees employed by the University other than casual employees will be classified in accordance with the position classification standards as specified in Schedule 1 and minimum standards for academic levels for academic research staff in Schedule 2 and paid the corresponding minimum salary rate as specified in Schedule 3.
- 19.2** For an employee covered by this Agreement, the following salary increases will apply:
- a) 2% (previously administratively paid) on the first available full pay period after 1 March 2022; and
 - b) 5% (previously administratively paid) on the first available full pay period after 1 March 2023; and;
 - c) 3% to be paid on the first available full pay period after 1 March 2024; and
 - d) 2% to be paid on the first available full pay period after 1 October 2024; and
 - e) 2.5% to be paid on the first available full pay period after 1 March 2025.
- 19.3** A one off payment of up to \$1,000 will be payable to eligible employees on or after a successful ballot, in accordance with the University's published criteria.
- 19.4** Nothing in this clause prevents the University from utilising the Commonwealth Government Supported Wage System: Guidelines and Assessment Process.

20. PAYMENT OF SALARIES

- 20.1** Salaries prescribed by this Agreement are stated in annual rates for full-time employees and hourly rates for casual employees.
- 20.2** Employees will be entitled, subject to satisfactory performance, to progress by annual increments to the top of the relevant salary range.
- A fixed term employee who has a period of continuous service shall be entitled to incremental progression over multiple appointments in the same way as an employee engaged on a continuing basis and breaks of up to 6 weeks will not constitute a break in service for the purposes of this clause.
- 20.3** Payment of salaries will be by electronic funds transfer on a fortnightly basis.

- 20.4** Payment notification will be via electronic pay slip delivery.
- 20.5** With the agreement of the University an employee may, in writing, direct the University to pay all or part of the employee's salary to a third party.
- 20.6** Notwithstanding anything contained within the clause, the employee's salary rates as specified in Schedule 3 will be used as the basis for calculation of the following entitlement or amounts:
- a) termination payments, including superannuation, annual leave and long service leave
 - b) redundancy benefits
 - c) leave loading
 - d) allowances
 - e) WorkCover
- 20.7 Salary Packaging**
- 20.7.1** Employees who are employed on a continuing appointment or a fixed term appointment with greater than twelve months remaining on the contract are eligible to take part in the salary packaging scheme. Casual employees are not eligible.
- 20.7.2** Notwithstanding the rates specified in Schedule 3, employees will continue to have the option to convert their salaries as prescribed by the Agreement to alternative benefits as being offered by the University as at the date of certification of this Agreement subject to the employee meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government.
- 20.7.3** If legislative or other changes result in increased cost of salary packing to the University, the University may elect to discontinue salary packaging.
- 20.7.4** Each employee who enters into a salary packaging agreement shall be entitled to withdraw from the agreement at any time providing the relevant notice period is given.
- 21. CLINICAL LOADING**
- 21.1** On the advice of the Relevant Senior Officer, Clinical Loadings are paid to Professors, Associate Professors, Senior Lecturers and Lecturers in the School of Medicine and Dentistry and who have a current registration with the Australian Health Practitioners Regulation Agency (AHPRA).
- 21.2** Clinical Loadings are not generally paid to medical practitioners who are employed as research employees, except where they have patient-care responsibilities in the context of sessional services provided on behalf of the School to a teaching hospital. If research employees who are medical practitioners undertake clinical duties without direct remuneration, the Relevant Senior Officer may approve payment of a clinical loading where funds have been made available for that purpose.
- 21.3** Clinical Loadings are payable while on leave and as part of any eligible termination payment. Clinical loading amounts are set out in Schedule 3 of the Agreement and are paid fortnightly as part of salary.
- 22. SALARY LOADING**
- The University acknowledges the importance of recognising, attracting and retaining employees. Salary loadings will be dealt with as set out in the University's policies, procedures and guidelines.
- 23. SUPERANNUATION**
- 23.1** The University's nominated default superannuation fund 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.
- 23.2** The University will make 17% employer superannuation contributions to all continuing, continuing (contingent funded), and fixed-term employees, subject to the terms of the employees' superannuation fund and any associated trust deed. If an employee has chosen a superannuation fund that does not accept a 17% employer superannuation contribution, the University will pay the highest allowable contribution up to 17%.
- 23.3** For all other employees, the University will make employer superannuation contributions of 10.5%, or the minimum compulsory employer contributions consistent with the Super Guarantee contributions as required by the relevant legislation, whichever is the greater.

- 23.4** The University may agree to adjust the employer contribution rate to the superannuation fund at the request of the employee provided that:
- a) the adjustment is permitted by law; and
 - b) the adjustment is consistent with the requirements of the superannuation fund.

PART 4 – LEAVE ENTITLEMENTS

All leave entitlements, approvals and takings will be managed in accordance with the University's policy, procedures and guidelines.

All leave entitlements in Part 4 exclude casual employees unless otherwise specifically stated.

Continuous periods of any form of leave without salary greater than 1 month will not count as service for the accrual of paid leave. This excludes unpaid parental leave taken in conjunction with paid parental leave, where paid leave accrues for periods of up to and including 3 months.

24. UNIVERSITY HOLIDAYS

- 24.1** The University will identify a minimum of three working days in December each year as a University closure for general operation.
- 24.2** Employees not required for duty will be granted University holidays during this period. University holidays are ex gratia and not debited against leave credits set out in Part 4.
- 24.3** The University will publish which days are identified as University holidays at least 6 weeks prior to the leave days taking effect.
- 24.4** Employees required for duty on any of the University holidays will be granted the equivalent number of substitute days off within the following year.

25. PUBLIC HOLIDAYS

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

26. ANNUAL LEAVE

26.1 Entitlement

- 26.1.1** Full-time employees will accrue the hours equivalent of 20 days annual leave for each completed year of service.
- 26.1.2** Part-time employees accrue annual leave on a pro rata basis, based on a fraction of full-time employment as defined in the employee's contract of employment.
- 26.1.3** An annual leave loading of 17.5% will be paid to a maximum equal to 17.5% of the latest published Australian Average Weekly Ordinary Time Earnings of the previous calendar year of accrual of leave.
- 26.1.4** Annual leave loading will be paid out in the first full pay period after 1 December each year.

26.2 Taking Annual Leave

- 26.2.1** Employees are expected to utilise their accrued annual leave in each 12 month period.

Academic employees are required, as part of the annual academic review process to discuss an annual leave plan for the following calendar year and submit application online via the Griffith Portal for approval by their supervisor for the agreed dates.

Leave plans will ensure that all annual leave accrued during any calendar year will have been taken by the end of the second week of February in the following year, except where prior approval to carry forward accrued leave has been given in accordance with subclause 26.2.3.

Leave plans not satisfying the above requirement may not be approved.

- 26.2.2** Where an employee either does not submit, and/or does not enter via the Griffith Portal, an agreed annual leave plan by mid-February, the University will notify the employee that unless the employee enters appropriate leave applications via the Griffith Portal within 5 working days, the University will enter a compliant default annual leave plan that will ensure that all annual leave accrued in the current calendar year will have been taken by the end of the second week of February of the next calendar year.

The default leave plan will take into account individual work allocations and current annual leave accruals, and the operational needs of the academic element. The employee will be advised that they may subsequently seek the approval of the relevant Head of Element to vary the leave dates, provided that the proposed leave period(s) complies with subclause 26.2.1.

- 26.2.3 Where an employee seeks to carry forward an accrual of leave past the second week of February, they must seek and obtain prior approval. At the time of application, the employee shall be required to submit a leave plan, which has been agreed and signed by their supervisor, which will ensure that all annual leave, taking into account future accruals, will have been taken by the end of the second week of February in the following year. Such approval shall not be unreasonably withheld.
- 26.2.4 Where accruals are in excess of 40 days (or pro rata equivalent for part-time employees) the University may direct an employee to take such leave so as to reduce the employee's leave accrual balance to 20 days (pro rata for part-time employees), or such greater amount as negotiated with and approved as part of a leave plan.
- 26.2.5 Alternatively an employee may apply to take a money equivalent of a portion of their leave accrual in excess of 20 days (pro rata for part-time employees) in conjunction with a request to take a period of leave equal to or greater than the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to approval.
- 26.2.6 Employees on fixed term appointments are required to take all accrued annual leave prior to cessation of their employment contract, except where there has not been adequate opportunity for the employee to take the leave. Where such leave is not applied for or not taken for reasons other than operation requirements, the University may direct an employee to take all or a portion of the accrued leave.
- Where, with approval, such leave is not taken due to operational requirements, payment in lieu of annual leave may be made on:
- a) resignation; or
 - b) completion of a contract.
- The University may in some circumstances approve the carry forward of accrued leave for a subsequent contract of employment with the University.
- 26.2.7 Employees who become ill during annual leave will be credited for approved sick leave periods of 3 or more consecutive days on submission of suitable evidence.
- 26.2.8 Annual leave cannot be taken during absences on workers compensation.

27. SICK LEAVE

27.1 Entitlement

- 27.1.1 Full-time employees accrue paid sick leave at a rate of the hours equivalent of 10 days per annum. Part-time employees accrue paid sick leave on a pro rata basis.
- 27.1.2 Sick leave will continue to accrue and no payment will be made in lieu of accumulated sick leave.
- 27.1.3 An employee's sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.
- 27.1.4 Should an employee exhaust their entitlement to paid sick leave, the employee may be granted unpaid sick leave.
- 27.2** An employee absent from work on account of illness or injury for more than 3 consecutive days must produce appropriate certification or other evidence in support of an application for sick leave.
- 27.2.1 Where an employee has a proven pattern of recurring absences on sick leave, the University may require appropriate certification or other suitable evidence for each subsequent period of sick leave in the subsequent 6 month period.
- 27.2.2 Where an employee is absent on sick leave for a period of 4 weeks or more for reasons of a non-work related injury or illness, the University may require the employee to provide a report from their treating medical practitioner for the purposes of determining fitness to return to normal duties and the development of a suitable return to work program. The University will provide the employee with reasonable notice of the requirement (normally 15 working days) to produce the required report.

If in these circumstances the employee fails to provide the University such report within a reasonable time

frame the University may initiate the Managing Ill Health Clause 43, to require the employee to undertake an independent medical examination where the University considers such a requirement appropriate.

28. LONG SERVICE LEAVE

28.1 Entitlement

28.1.1 Employees, including casual employees will be entitled to long service leave upon completion of 10 years of recognised continuous employment. Long service leave will accrue at the rate of 1.3 weeks for each year of continuous service and a proportionate amount for a part of an incomplete year.

Long service leave will be paid at the rate applicable to the average of the employees total service fraction at the commencement of the leave.

28.1.2 A casual employee will be entitled to long service leave as long as employment service is continuous, even though:

- a) some of the employment is not full-time; or
- b) the employee is engaged under 2 or more contracts; or
- c) the employee has engaged in other employment during the period.

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

If any of the employee's employment has been casual or less than full-time, the amount payable for long service leave is calculated using the following formula:

$$\frac{\text{Actual Service}}{52} \times \frac{13}{10} \times \text{Ordinary hourly rate}$$

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

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

All other conditions as listed for continuing and fixed term employees apply.

28.1.3 It is expected that the University and the employee will be able to agree on the timing of long service leave which is mutually convenient to the employee and the Element concerned. Applications for long service leave are subject to approval having regard to the circumstances and wishes of the employee and the capacity of the University to effectively meet its obligations.

However, an employee will be entitled to take long service leave at a time of their choosing, provided that at least 6 months written notice of such leave is given or in the absence of such notice, the relevant delegate approves.

In special or emergent circumstances which would be notified to the employee in writing, the University may defer any employee's period of long service leave approved in accordance with this subclause, subject to the employee being reimbursed for any expenses reasonably incurred as a result of such deferral. Such deferral would not exceed 3 months, unless otherwise mutually agreed between the employee and the University.

28.1.4 An employee may apply to take a combination of leave and a money equivalent of the leave applied for, subject to a minimum period of 2 weeks leave. Where an employee applies to take a money equivalent, the application must also include a supporting absence request to take no less than an equal period of long service leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period (s) of leave are subject to the approval.

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

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

- 28.1.7 Where an employee seeks to carry forward an accrual of leave over the maximum of 15 weeks from one year to the next, they must seek and obtain prior approval. At the time of application for excess leave carry over, the employee shall be required to submit a leave plan that reduces the accrued balance to no more than 9 weeks, and has been agreed and signed by their supervisor.
- 28.1.8 Where an employee has accrued a long service leave entitlement in excess of 15 weeks, the University may give the employee written notice to take up to 12 weeks long service leave, at a time convenient to the needs of the University, provided that:
- a) the employee is given written notice of at least 6 months prior to the date on which leave must commence;
 - b) the employee will not be required to take long service leave within 24 months of an agreed date of retirement which is confirmed in writing;
 - c) the minimum period of leave the University can require an employee to take will be 6 weeks.
- In any case, where an employee has taken leave pursuant to this subclause, the employee will not be directed to take a further period of long service leave for a period of 2 years after the end of the period of directed leave.
- 28.1.9 An employee who becomes sick for 3 or more consecutive days during long service leave may apply for sick leave on production of appropriate certification or other suitable evidence. If approved, the employee will have their long service leave accruals re-credited for the approved period of sick leave.
- 28.1.10 Long service leave is exclusive of any eligible statutory public holiday occurring during the period of leave.
- 28.1.11 Periods of leave without salary granted to engage in a University approved secondment to an external organisation may be approved for that service to count for accrual of long service leave.
- 28.1.12 An employee who is eligible for long service leave will be entitled to payment in lieu on cessation of employment.
- 28.1.13 An employee who has completed at least 7 years recognised continuous service is entitled to a pro rata payment for long service leave on cessation of the employee's employment under the following conditions:
- a) The employee's service ceases because of the employee's death; or
 - b) The employee ceases the service because of:
 - i) the employee's illness or incapacity; or
 - ii) a domestic or other pressing necessity; or
 - c) The cessation is because the University:
 - i) dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
 - ii) unfairly dismisses the employee; or
 - d) The cessation is because of the passing of time and:
 - i) the employee had a reasonable expectation that the employment with the University would continue until the employee had completed at least 10 years' service; and
 - ii) the employee was prepared to continue the employment with the University.

28.2 Recognition of Prior Service

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

Recognition of prior services does not apply to employees who are employed on a casual basis.

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

- 28.2.2 For the purposes of recognition, continuous service is recognised where there is a break of no longer than 2 months between any University positions held and break of no longer than 3 months between any Griffith University position held.
- 28.2.3 The employee will be required to serve 3 years with the University before being eligible to take accrued long service leave or be paid in lieu, except in the following circumstances where payment lieu of such leave will be made:
- a) On death;
 - b) On receiving a pension under the relevant Superannuation Scheme.

29. FAMILY AND SPECIAL CIRCUMSTANCES LEAVE

29.1 Entitlement

An employee may take up to 5 days paid leave within a total calendar year for all absences arising from the circumstances outlined in this clause. This leave does not accumulate from one year to the next. Any dispute as to the validity of a claimed absence will be referred to the Director, HR for determination.

29.2 Family Circumstances

Subject to 29.1, employees with responsibilities in relation to either a person with who they have a kinship or affective relationship or members of their household who need their care and support are entitled to take up to 5 days paid leave to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

Typical kinship or affective relationships include relationships with:

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

In circumstances where the illness is of such a nature or frequency that all available family circumstances leave has been taken within the calendar year the employee may utilise their accumulated sick leave to care for dependents consistent with the use of personal/carer's leave entitlements under the National Employment Standards.

29.3 Special Circumstances

Subject to 29.1, an employee may be granted up to 5 days paid leave per occasion for reasons which are agreed by the Head of Element. This may include pressing reasons, or emergency circumstances, or a requirement to fulfil formal cultural obligations other than as mentioned elsewhere in this Agreement, and which preclude attendance at work.

30. PARENTAL LEAVE

Parental Leave provides the opportunity for employees to devote time to the care of their child or children during the first year of their parenting relationship.

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

30.1 Eligibility

An employee, including a casual employee, is eligible for 52 weeks continuous leave where:

- a) the employee is taking the role of primary care-giver of a child, whether through birth or adoption; and
- b) the employee complies with the provisions of this clause.

30.2 Entitlement

Parental Leave is normally taken for a maximum of 52 weeks, however an employee may apply for a further 52 weeks of unpaid parental leave. Accrued annual leave or long service leave may be taken during the parental leave period, or in addition to it.

Whilst on paid leave, whether parental, annual leave or long service leave, pay will continue in the normal manner.

The table below sets out the parental leave entitlements for eligible employees:

Prior Continuous Service with the University	Paid Parental Leave	Unpaid Parental Leave	Total
12 months or more	26 weeks (total parental leave and primary care giver leave)	26 weeks	52 weeks
1-11 months	1 week paid parental leave per month of service	Balance of 52 weeks	52 weeks

30.2.1 Employees with Continuing Appointments

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

- a) 12 weeks paid birth-related leave for a parent who has given birth, or is the primary carer in the case of adoption or where a surrogate has been used; and
- b) 14 weeks paid primary care giver's leave;

for full-time and part-time employees.

Employees employed on a part-time basis within the 12 months preceding or at the date of commencement of leave will be entitled to paid leave calculated on a pro rata basis based on the average of weekly hours worked in the 12 months preceding the date of commencement of the leave.

- a) The 12 weeks birth-related leave is normally only available to the employee who is the parent who has given birth or is taking on the primary care giver role from the outset in the case of an adoption or where a surrogate has been used. Birth-related leave for a parent who has given birth would normally commence no later than 3 weeks prior to the expected birth date unless medical evidence is provided to certify that the pregnant employee is fit to continue normal duty for a further period that extends to no later than the expected birth date.
- b) The 14 weeks primary care giver leave will be available for up to 12 months from the date of birth/adoption to an employee for the period(s) that they take on the primary care giver role, subject to satisfying employee's responsibilities requirements. This may continue to be the parent who has given birth, or initial primary care giver in the case of adoption or where a parent used a surrogate, or the partner.
- c) The period of leave available to an employee who is a partner and a primary care giver will be reduced by the period of paid leave in excess of 12 weeks that the parent who has given birth receives from another employer. A commensurate adjustment to increase the period of leave available to a partner who is a primary care giver will be made on production of appropriate evidence that the parent who has given birth has ceased to be the primary care giver earlier than 12 weeks after birth for either medical or other significant reasons.
- d) In the case where both parents of the child are employed by the University, the entitlements listed herein can apply to either employee, providing that the employee applying is undertaking the role of the primary care giver. However, the total entitlement that will be available will be as if one employee had applied, regardless as to whether the role of primary care giver changes during the entitlement period.
- e) The paid leave period can be accessed in a number of ways within the 52 week maximum period and must be taken over a continuous period, except as specified below. Taking the full 26 weeks paid leave entitlement; the employee may opt for one of the following:
 - i) 26 weeks paid at 100% of normal salary; or
 - ii) 52 weeks paid at 50% of normal salary; or
 - iii) 14 weeks paid at 100% of normal salary, (unless a variation is approved by the relevant Head of Element on the basis of special circumstances and such approval will not be unreasonably withheld) other leave being utilised if required, for example as unpaid, annual leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the employee to work on a

part-time basis, but still receive full salary. (Must have prior approval of Supervisor, which will not be unreasonably withheld); or

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

30.2.2 Employees with Fixed Term Appointments

Fixed term employees who meet the eligibility requirements as described in this clause will have the same entitlements as those for continuing employees. However, if the fixed term contract expires during the eligible period of parental leave the contract term will not be extended for this purpose.

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

30.2.3 Employees with Casual Appointments

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

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

30.3 Other Leave

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

Annual or long service leave must be applied for as a separate leave entitlement.

Whilst on paid leave, whether parental, annual or long service, salary payments will continue in the normal manner.

30.4 Continuity of Service

The period of time spent on parental leave is not treated as a break in service. Periods of paid parental leave will count as continuous service for calculation of entitlements for paid leave. Only up to 3 months of unpaid parental leave taken in conjunction with paid parental leave will accrue paid leave entitlements. Salary increments will not be affected by parental leave.

30.5 Unplanned Cessation, Miscarriage or Stillbirth

In the unfortunate circumstance that an employee's pregnancy terminates by either:

- a) miscarriage after a gestation period of greater than 14 weeks: or
- b) stillbirth:

the employee will be entitled to up to 6 weeks paid leave on presentation of supporting medical evidence, commencing on the date that the still birth or miscarriage occurred. Where a stillbirth occurs after the employee has commenced parental leave the employee will be entitled to up to 6 weeks paid leave, however any remaining parental leave entitlement would cease.

30.6 Notifying Changes in Circumstances

An employee may extend the period of parental leave if the employee provides at least 14 days written notice to the University before the original expiry date of the leave, provided the total period of parental leave is not more than 24 months.

30.7 Return to Work

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

and experience.

Should the employee wish to return to work earlier than advised, the employee will need to submit a written request and approval will be at the discretion of the Head of Element and will be dependent upon operational needs and organisational arrangements.

An employee returning to work after a period of parental leave may apply to return on a reversible part-time basis in accordance with the Reversible Part-time Appointment for the Care of Dependents subclause of this Agreement.

The University supports parents to balance the demands of work and their role as a parent or carer. Employees are entitled to reasonable breaks to breastfeed and express within work hours as set out in the University's policies, procedures and guidelines.

30.8 Partner Leave

Where an employee (other than a casual employee) is not the primary care giver of a child and becomes a parent, whether through birth/adoption, they are eligible for 10 days paid leave providing:

- a) the employee has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave; and
- b) employees employed on a part-time basis will be entitled to paid leave calculated on a pro rate basis; and
- c) the leave is to be taken at or about, but not normally prior to, the time of the birth/adoption and is not to be used in conjunction with primary care giver leave; and
- d) the employee complies with the relevant provisions in subclause 30.3.

Where an employee who is granted partner leave under this clause is subsequently granted primary care giver leave in accordance with this clause, such leave entitlement will be reduced by the period of partner leave taken.

31. LEAVE WITHOUT SALARY

31.1 This provision does not apply to casual employees.

Employees can apply for periods of leave without salary where they do not have an entitlement for paid leave or where their entitlement has been exhausted.

31.2 The provision of leave without salary is not an entitlement. However it is recognised that individuals may need to apply for periods of leave without salary on compassionate or other compelling grounds. In all cases, applications will be considered by taking account of the employee's circumstances and of the University's operational requirements, which by necessity will take first priority.

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

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

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

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

32. OTHER LEAVE

32.1 Bereavement Leave

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

32.2 Jury Service and Court Attendance Leave

Paid leave shall be granted to an employee required to serve as a juror or appear as a witness, for the period of attendance required in any Court of Law provided the employee assigns to the University all

payment received for such court attendance. Such a leave application must be supported by a certificate from the Sheriff's Office indicating attendance.

32.3 Reserve Forces Leave

32.3.1 An employee who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose undertaking service of up to 14 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.

32.3.2 To claim this leave entitlement, an employee will inform the Director, HR of their Defence Force Reserves status on appointment and any subsequent change to that status.

32.3.3 Upon application for such leave, evidence of the necessity for attendance must be submitted and at the conclusion of such leave the employee must produce a Certificate of Attendance signed by the Commanding Officer.

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

32.4 Emergency Services Leave

An employee who is a member of the State Emergency Services (SES) or equivalent community based volunteer emergency services entity may apply to take up to 5 days paid leave per year (non-cumulative) to carry out duties associated with such service, provided that:

- a) the Head of Element is advised as soon as possible of a likely absence and the length of absence; and
- b) on return to work, the employee submits a certificate of official attendance signed by an officer of the relevant emergency services entity.

32.5 Workplace Relations Training Leave

An employee who is a formally appointed union office holder or union delegate may be granted up to 5 working days leave on ordinary rates each calendar year (non-cumulative), to attend courses and seminars that contribute to a better understanding of workplace relations, including trade union training leave and required attendance at regional, State and National meetings or conferences, provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee. An employee who has exhausted the entitlement, and who has additional union representative responsibilities, upon request to the Director, HR, may be granted up to an additional 3 days.

32.6 Family and Domestic Violence leave

32.6.1 An employee may experience family and domestic violence in their personal life that may affect their attendance or capacity to perform their work. In such cases an employee, including a casual employee may be granted up to 10 days leave each calendar year in accordance with legislation to attend to matters including, but not limited to:

- a) Medical appointments and legal proceedings;
- b) Protection of children and dependents;
- c) Other necessary actions associated with the violence.

32.6.2 An employee may be required to produce evidence that family or domestic violence has occurred, such as, a medical certificate, a document issued by the police service and/or court.

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

32.6.4 In circumstances where family and domestic violence is of such a nature and/or frequency the employee can apply to the Director, HR, or delegate, to access any unused Family, or Other Special Circumstances Leave and then any accumulated sick leave to attend to necessary related matters.

Further to the above, the employee can apply to take leave without pay, annual leave or long service.

32.7 Australian Aboriginal and Torres Strait Islander Cultural Obligations

An Australian Aboriginal and Torres Strait Islander employee is entitled to up to 5 days paid leave to fulfil, formal cultural obligations related to the culture with which the employee or the employee's partner, family and/or community group identifies. The employee shall notify the University in advance.

32.8 Gender Affirmation Leave

An employee undertaking gender affirmation or defining their gender identity is entitled to up to 10 days paid leave each calendar year, for legal and/or surgical purposes related to that transition. This leave does not accumulate from one year to the next. An employee may also utilise leave without pay or accumulated sick leave entitlements for gender affirmation purposes.

PART 5 – PERFORMANCE REVIEW AND DISCIPLINARY PROCEDURES

33. PROBATION

Probation will be undertaken in accordance with this clause and dealt with in accordance with the relevant University policies, procedures and guidelines, which will be developed in consultation with employees and the NTEU within 6 months of approval of this Agreement.

The probation period is set prior to commencement of employment. A probationary period will not be required for a fixed-term employee on a second or subsequent reasonably contiguous appointment in a position of the same or similar duties.

The maximum period of probation will be three years. The actual length of individual probationary periods shall be determined following consideration by the University of the period of time required to enable both the University and the employee to evaluate employment suitability and for the employee to demonstrate performance and outcomes across the range of duties and expectations prescribed to the position and the probationary development plan. The probation period for fixed-term employees commencing a first appointment will be 6 months, or one third of the total employment, whichever is greater.

As soon as possible, and normally not more than six weeks after commencement of employment, the supervisor will meet with the new employee to discuss and develop a probationary development plan.

33.1.1 Probationary reviews

Reviews of employees on probation will be undertaken according to the appropriate Classification Standards set out in Schedule 1 and Schedule 2, the probationary development plan, and the relevant University policies, procedures and guidelines.

33.1.2 Satisfactory Performance

Where performance is assessed as satisfactory the employee's appointment will be continued.

33.1.3 Unsatisfactory Performance

Where the finding is that the employee's performance is unsatisfactory and sufficient progress has not been made the employee's appointment may be terminated at any time during the probationary period if the employee has not met the requirements of the position (set out in the appropriate classification standards set out in Schedule 1 and Schedule 2) having had a reasonable opportunity to improve. With the exception of 35.5 Panel Review, the process outlined in Clause 35 Unsatisfactory Performance will apply.

The Head of Element will make a report to the Relevant Senior Officer recommending termination of the employment of an employee on probation. The Head of Element will advise the employee of the recommendation, including any adverse material about the employee upon which the recommendation is based.

The employee will have 10 working days in which to provide a response to the recommendation directly to the Relevant Senior Officer and any such response will be taken into consideration by the Relevant Senior Officer when determining whether to terminate the employee's employment.

At all stages of the process set out in this clause 35.1.3:

- a) the principles of Procedural Fairness will apply.
- b) an employee is entitled to be represented by a nominated representative.

An employee or the University can terminate probationary employment by providing the following notice, which may be paid in lieu at the University's discretion:

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

34. ACADEMIC STAFF REVIEW

34.1 Academic Staff Review will be dealt with in accordance with the relevant University policies, procedures and guidelines, which will be developed in consultation with employees and the NTEU within 6 months of approval of this Agreement.

34.2 The Academic Staff Review will be formally conducted annually to assess performance; set goals, review work allocations; explore developmental opportunities; and discuss and plan leave options.

34.3 Review and Development

34.3.1 Where the supervisor assesses that the employee's performance is satisfactory, an increment will be awarded (where applicable) and a development plan will be developed in consultation with the employee.

34.3.2 Where the supervisor assesses that the employee's performance is unsatisfactory or unacceptable, this will be addressed in accordance with clause 34.4.

34.4 Unsatisfactory Performance Assessment

34.4.1 At all stages of the unsatisfactory performance assessment process the principles of procedural fairness will apply.

34.4.2 An employee's overall performance may be considered unsatisfactory where the employee's performance in carrying out assigned duties is significantly deficient in the standard commensurate with the employee's level of appointment.

It may include cases where:

- a) the employee unreasonably refuses to meet with the supervisor to discuss performance; or
- b) the employee fails to submit completed documentation following formal notice to do so; or
- c) having been afforded a reasonable opportunity to remedy performance concerns, the employee's performance continues to be unsatisfactory.

34.4.3 Management of unsatisfactory performance will be undertaken in accordance with clause 35.

35. UNSATISFACTORY PERFORMANCE

Managing unsatisfactory performance of employees will be undertaken in accordance with this clause and dealt with as set out in the relevant University policies, procedures and guidelines.

At all stages of this process the principles of procedural fairness and the Code of Conduct will apply.

An employee is entitled to be represented by a nominated representative at any stage of the process.

35.1 Preliminary Action and Counselling

35.1.1 Where a supervisor is of the view that an employee's performance is unsatisfactory, the supervisor and employee shall attempt to resolve the performance concerns through a counselling process.

35.1.2 The supervisor, in consultation with the employee will jointly develop a Performance Improvement Plan (PIP), which will include a framework for support, training and development plans, and a reasonable timeframe for improvement.

35.1.3 The supervisor and employee will meet regularly, and not less than 3 monthly, to monitor progress.

35.1.4 Where all the required performance improvements have been achieved and overall performance is assessed as satisfactory, the employee will be advised in writing that the PIP has been successfully completed and the employee will return to the Academic Staff Review cycle.

35.1.5 Where an employee's work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then formal action will commence.

35.1.6 Where the supervisor's assessment is based on complaints from third parties, including students, the employee must be made aware of the complaints at the time, and in sufficient detail, to afford procedural fairness, including the provision of a reasonable time for the employee to respond.

35.2 Formal Action

35.2.1 Where the required performance improvements under preliminary action and counselling and the PIP have not been achieved and overall performance is assessed as unsatisfactory, the supervisor will advise the employee in writing as to:

- a) the areas of performance that are considered unsatisfactory; and
- b) the nature of the improvement required; and
- c) the time frame within which such improvement must occur, being not less than 6 months; and
- d) the date proposed for a review of the specific areas of performance; and
- e) the availability of any relevant development or other resources to assist the employee in improving.

35.2.2 The employee is entitled to respond to the supervisor's assessment within 10 days of receiving the written report, or request a review in accordance with clause 35.3.

35.2.3 The supervisor must give due and proper weight to any response provided by the employee and will do one of the following and advise the employee in writing:

- a) confirm the assessment of unsatisfactory performance and the remedial action required; or
- b) modify any or all of the particulars contained in the previous advice;
- c) withdraw the advice.

35.3 Review

35.3.1 Where the employee seeks to challenge the assessment, their response is referred to the Dean (Academic) or other relevant officer for review. An academic employee with relevant discipline expertise, selected in consultation with the employee, may assist in the review as appropriate.

35.3.2 The purpose of the review is to:

- a) consider all material submitted for the review including the supervisor's report, the employees response and any supporting material; and
- b) make a determination as to whether a finding of unsatisfactory performance is appropriate in the circumstances; and
- c) make a determination as to whether the proposed PIP is reasonable in the circumstances; and
- d) provide a report with a recommendation to the relevant senior officer.

35.3.3 The review must give due and proper weight to the material provided for the review and the employee will be advised in writing of one of the following:

- a) confirm the assessment of unsatisfactory performance and the remedial action required; or
- b) modify any or all of the particulars contained in the previous advice; or
- c) withdraw the assessment of unsatisfactory performance.

35.3.4 The supervisor and employee will meet regularly, and not less than 3 monthly, to monitor progress.

35.3.5 Where all the required performance improvements have been achieved and overall performance is assessed as satisfactory, the employee will be advised in writing that the PIP has been successfully completed and the employee will return to the Academic Staff Review cycle.

35.4 Report to the Relevant Senior Officer

35.4.1 Where the performance of the employee continues to be unsatisfactory, or there has been a repeat of unsatisfactory performance, the supervisor will make a formal report to the Relevant Senior Officer, endorsed by the Head of Element and/or Dean (Academic) and the Director, HR. The report will clearly state:

- a) the areas of performance previously identified as unsatisfactory, and
- b) the PIP and the remedial actions taken over the period of the PIP, and
- c) a recommendation of disciplinary action.

35.4.2 The supervisor will provide the employee with a copy of the report at the time it is submitted to the Relevant Senior Officer. The employee will be entitled to 10 working days from receipt of the supervisor's report to submit a written response directly to the Relevant Senior Officer.

35.5 Panel Review

- 35.5.1 Where the supervisor within the above report makes a recommendation for either demotion or termination of employment the employee can, within 10 working days of receiving advice of the recommendation, request a review on the grounds of:
- a) an identified breach of the principles of Procedural Fairness; or
 - b) new information not considered by the supervisor that could affect the recommendation to the Relevant Senior Officer has become known.
- 35.5.2 Where the employee requests a review, the Director, HR (or delegated authority) will establish a review panel within 5 working days. The review panel is required to be available to convene and provide a report to the Relevant Senior Officer as soon as practicable and normally within 10 working days of being established.
- 35.5.3 A review panel will comprise:
- a) An employee nominated by the University, and
 - b) An employee nominated by the NTEU following consultation with the employee.
- 35.5.4 The role of the review panel is to:
- a) consider the claim by the employee and any supporting material submitted by the employee;
 - b) provide a report to the Relevant Senior Officer with their view as to whether the finding of unsatisfactory performance is materially impacted by:
 - i) the alleged breach of Procedural Fairness; or
 - ii) the new information provided.

35.6 Decision of the Relevant Senior Officer

- 35.6.1 The Relevant Senior Officer will, after receiving the report from the supervisor, any written response from the employee and any review report, make a decision in relation to the recommended disciplinary action, having regard to all available relevant material and submissions. The employee will be notified in writing of the decision.
- 35.6.2 The notice period in the case of termination of employment will be in accordance with the Termination of Employment Clause 36 and will commence from the date immediately following the date on which the employee is notified.
- 35.6.3 An appeal or review of the decision can be undertaken through the FWC or other relevant external review authority.

PART 6 – CESSATION OF EMPLOYMENT

36. TERMINATION OF EMPLOYMENT

- 36.1 Termination of employment is termination at the initiative of the University and shall only occur as provided for in this Agreement. This clause does not apply to casual employees except as specified.
- 36.2 **Notice of Termination by the University**
- 36.2.1 The notice period for termination of employment for a continuing, continuing (contingent funded) or fixed term employee, except in the case of serious misconduct, probation, or abandonment of employment, is 12 weeks.
- 36.2.2 For employees on probation, the provisions of the Probation clause 33 of this Agreement will apply.
- 36.2.3 The notice period for termination of employment for a casual employee engaged for a set period, except in the case of serious misconduct, is 2 weeks.
- 36.2.4 An employee who has been found to have engaged in serious misconduct, in accordance with the Dealing with Misconduct or Serious Misconduct clause, such that it would be unreasonable to require the University to continue the employment during the period of notice will be terminated without notice.

37. RESIGNATION

- 37.1 The notice of resignation required to be given by an employee is the same as the notice of termination required of the University.

- 37.2** A shorter period of notice may be approved on request of the employee.
- 37.3** Where an employee fails to give the required notice, the University has the right to withhold monies due to the employee, to a maximum amount equal to the ordinary rate of pay for the period of notice.
- 38. ABSENCE FROM DUTY**
- 38.1** Where an employee is absent without prior notice and approval from the workplace, they must notify their supervisor (except in exceptional circumstances where they are not able to notify the supervisor) as soon as is practicable of their absence. The employee will be required to advise the supervisor of the nature and estimated length of the absence.
- 38.2** Where an employee's absence extends past the length of absence advised to the University, they will notify the supervisor of any changes at the earliest possible time.
- 38.3** Except in exceptional circumstances, failure by an employee to advise the University of the reason for any absence in excess of 10 sequential working days, may constitute abandonment of employment. In such cases, the University may initiate termination of employment and the notice provision will be in accordance with the National Employment Standards.
- 39. JOB SECURITY**
- The University is committed to retaining the services of, and offering ongoing opportunities to existing employees. Therefore, if changes in staffing levels are required, changes will be made as far as possible through voluntary measures and every reasonable effort will be made to avoid forced redundancies. The provisions of the Change Management clause will be followed. There will be an active approach to redeployment as provided for in the Redundancy and Redeployment clause.
- 40. CHANGE MANAGEMENT**
- The University is committed to managing change in order to minimise adverse effects on the University community while ensuring that the University is able to adapt appropriately to changing circumstances. Furthermore, the University is committed to managing change in a proactive, transparent and constructive manner.
- The following constitute the key components of the principles and practices for management of change.
- 40.1 Consultation**
- 40.1.1** When the University proposes a significant change to work organisation, or proposes to introduce a change to the regular roster or ordinary hours of work of employees, consultation with affected employees and the Union will take place not later than the point at which the relevant University officer or body has made an in principle decision to propose a change which is likely to impact on employees. A reduction of 1 position in a structural change may not constitute significant change.
- 40.1.2** In relation to significant change, the University will consult for not less than 10 but generally 15 working days and will not take any action prior to conclusion of this consultation such as would suggest that consultation is not genuine.
- The University will provide relevant information, which includes a written change proposal, as part of the consultation process. Consultation will cover, but not be limited to:
- a) the rationale for the change, including financial information where relevant;
 - b) consideration of alternative strategies for dealing with the situation;
 - c) potential adverse effects on employees, including changes or redistribution of tasks, if any, as a result of work proposed to cease;
 - d) strategies for avoiding or mitigating such adverse effects; reasons why positions are considered surplus to requirements and how these were identified;
 - e) the number and classification of affected positions;
 - f) redeployment and retraining prospects for employees impacted by surplus position(s).
- 40.1.3** Where the proposed change is significant in nature, the matter will be placed on the agenda of the ASCC. The ASCC may seek additional information about the proposed change and may put forward comments, alternative strategies and solutions, and proposals for averting or mitigating any potentially adverse effects. In these circumstances the ASCC will give consideration to an initial review paper to be developed and distributed by the University for consultation before a final change proposal is developed.

40.2 Evaluation of Consultation Outcomes

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

40.3 Implementation and Review

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

- a) the implementation of change; and
- b) if appropriate, a review of the outcomes.

The University will provide a written summary response to the feedback received during the consultation period to the affected employees, unions and ASCC.

40.4 Redeployment and Redundancy

Should the changes involve the potential of positions becoming surplus to requirements, the Redundancy and Redeployment Clause 41 will apply.

40.5 Contracting Out

40.5.1 The University will provide due notice and consult with affected employees and the Union where there is a proposal to contract out work that is currently carried out by University employees. Consultation and decision making will be in accordance with subclauses 40.1 and 40.4 above.

40.5.2 Where the University has decided to contract out to another organisation it will:

- a) upon request, provide the tender documentation to the relevant affected employees to enable them to tender for the work in competition with external providers; and
- b) endeavour to negotiate employment arrangements with the contractor and the Union to assist displaced University employees to move to, or have the option of employment with the outside contractor.

40.5.3 Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of employees (e.g. training in the safe use of new equipment).

41. REDUNDANCY AND REDEPLOYMENT

The provisions of this clause will not apply to casual, fixed term and continuing (contingent funded) employees. Contiguous prior casual, fixed term or continuing (contingent funded) service does not count as service for calculating redundancy pay and notice entitlements.

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

41.2 Where the University proposes a significant change to work organisation that may involve positions being declared surplus to requirements, initial consultation with affected employees and their nominated representative(s) and the NTEU will occur in accordance with the Change Management clause 40.

41.3 Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment to identify potential alternative employment opportunities, having regard to skills, qualifications and experience.

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

- a) a decrease in student demand or enrolments in any academic course or program or combination or mix of courses or programs conducted on one or more campuses;
- b) a decision to cease offering or to vary the academic content of any course or program or combination or mix of courses or programs conducted on one or more campuses;
- c) financial exigency within an organisational unit or cost centre; or

- d) changes in technology or work methods.

and which results in the work of the position or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

41.5 Salary Rate

All redundancy payments will be calculated on the relevant salary rate of the employee's substantive position as at the date of cessation of employment.

41.6 Service Fraction

An employee who has worked different modes of employment on a continuous basis (e.g. full-time or part-time), will have the equivalent full-time years of service used in the calculation of their redundancy package.

For example, where an employee has served for 10 years, 8 years on a full-time basis and 2 years on a 50% part-time basis, this service will equate to 9 years full-time service.

The exception to this is that in the case of an employee who is on a reversible part-time appointment in accordance with the provisions of this Agreement as at the date of cessation of employment, the employee's substantive normal hours of work will apply for the duration of the current reversible part-time appointment.

41.7 Process for Nominations for Voluntary Redundancy

- 41.7.1 Once a definite decision is made that positions are surplus to requirements, the University will, where appropriate, manage the proposed reduction through a voluntary process by seeking nominations from employees for redundancy. The arrangements for the voluntary nomination process will be notified to the affected employees and the NTEU and include information about the numbers of positions to be reduced and the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

- 41.7.2 The relevant senior officer will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.

- 41.7.3 An employee whose nomination is accepted will be entitled to the redundancy benefits as set out below. The employee will be notified of the date of effect and redundancy benefits payable.
 - a) 6 months salary from the date of acceptance of the nomination for voluntary redundancy; plus
 - b) a sum calculated at the rate of 2 weeks' salary per completed year of service with the University to a maximum entitlement of 52 weeks' salary; plus
 - c) payment on a pro rata basis for long service leave calculated on completed years of service.

41.8 Position Redundancy Notification

Where a voluntary redundancy nomination process does not achieve the required employee reductions, or a voluntary redundancy nomination process was not undertaken, the University may declare a position or positions redundant. Each affected employee will be notified in writing that their position is redundant. The notification will provide the following information:

- a) the reasons for termination; and
- b) timeframe over which the termination of employment is to occur; and
- c) options available to employees, being early separation or redeployment; and
- d) an indication of the redundancy benefit payable, including annual leave and long service leave where applicable.

The employee will also be invited at that time to nominate within 10 working days to either take early separation or seek redeployment. An offer of early separation will lapse after 10 working days.

Within 10 working days of receipt of a nomination to take early separation, the University will notify the employee of the redundancy date and entitlements.

An employee whose position is made redundant will be given a redundancy payment and will leave employment at the University at the earliest opportunity nominated by the University.

41.9 Early Separation

41.9.1 An employee who has nominated for early separation will receive the greater of the gross monetary value of the voluntary redundancy benefit set out in 41.7.3 or the retrenchment benefit set out in 41.14.2.

41.9.2 From this time the employee will be provided with reasonable paid time to attend employment interviews.

41.10 Redeployment

An employee who elects to seek redeployment will be provided with a period of 12 weeks during which time the University will actively undertake to redeploy the employee. The 12 week period will commence from the date of notification to the employee that their position is redundant.

Where an employee has not been redeployed at the end of the 12 week redeployment period, the employee will be retrenched and entitled to the benefits as set out herein, less 12 weeks' salary.

An employee may be redeployed to a fixed term position as a temporary redeployment measure. An employee temporarily redeployed to a fixed term position will retain their existing status and entitlements. During this period or on completion of the fixed term appointment, if the employee has not been redeployed or converted to a continuing position, the employee will return to the redeployment process for the unexpired portion of the redeployment period.

41.11 Salary Maintenance

The overriding aim will be to find a suitable position at an equivalent salary level. When an employee agrees to be redeployed to new duties for which the prescribed rate of pay is lower than the redundant position, the pre-existing higher salary will be maintained for a period of 12 weeks.

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

41.12 Redeployment Process

Where an employee chooses redeployment, HR will:

- a) interview the employee to ascertain career interests/aspirations, experience/skills, knowledge and training needs.
- b) assist in developing a Curriculum Vitae, letter of application and in preparing for interviews.
- c) monitor potential vacancies and keep a record of all employees to be redeployed. Employees being considered for redeployment will be informed of potential vacancies and provided with details including position descriptions.

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

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

Should the interview process confirm that the employee is suitable or would be with reasonable training (normally 6 months), redeployment will be effected at the earliest possible date. The necessary training will be carried out by the University in paid time and any associate course costs paid by the University.

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

Where there is disagreement on whether the employee is considered as a suitable appointee, the Provost is the authorised arbiter.

41.13 Relocation

Where applicable, an employee will, subject to the requirements and provisions of the University's relevant policy and procedures, be entitled to all reasonable expenses associated with moving a household to a new location in the event of redeployment.

41.14 Retrenchment

41.14.1 Upon the expiration of the offer of early separation, should further redundancies be deemed necessary, the relevant senior officer will advise in writing any employee who has not previously applied for early separation or redeployment that they are an excess employee and will be retrenched at the earliest opportunity nominated by the University.

41.14.2 On retrenchment an employee will receive the following benefits:

- a) 18 months salary plus severance pay based on length of service as follows:
 - i) Up to the completion of 2 years 4 weeks pay
 - ii) 2 years and up to the completion of 3 years 6 weeks pay
 - iii) 3 years and up to the completion of 4 years 7 weeks pay
 - iv) 4 years and over 8 weeks pay

41.15 Re-employment

Employees who have their employment terminated under the provisions of this clause are ineligible for re-employment in any form for a period of 12 months from the date of separation unless otherwise approved by the Director, HR.

PART 7 – DISCIPLINARY AND OTHER MATTERS

42. DEALING WITH MISCONDUCT OR SERIOUS MISCONDUCT

- a) Allegations of Misconduct or Serious Misconduct will be managed in accordance with this clause and the University's policies and procedures.
- b) Nothing in this clause will preclude the University from summarily dismissing an employee on the grounds of Serious Misconduct.
- c) An employee against whom there are allegations of Misconduct or Serious Misconduct will at all times be afforded Procedural Fairness including in any investigation undertaken.
- d) All decisions to discipline or terminate the employment of an employee for Misconduct or Serious Misconduct will be in accordance with the provisions of this Clause.
- e) An employee who is subject to an allegation of Misconduct or Serious Misconduct may be accompanied, should they choose, at any meeting in relation to that allegation by their nominated representative.

42.1 Allegations of Misconduct or Serious Misconduct

42.1.1 Allegations of Misconduct or Serious Misconduct are to be referred to the Director, HR (or delegate). Allegations may be made by any person and may be verbal or in writing.

42.1.2 The Director, HR will consider whether the allegation(s) warrants formal action under these procedures. For the purpose of making that decision, the Director, HR may conduct or initiate a preliminary investigation which will be undertaken within a reasonable timeframe from the appointment of the investigator(s).

42.2 No Further Action

Where the Director, HR determines that no formal action under these procedures is warranted, no further action will be taken.

42.3 Formal Action

42.3.1 If the Director, HR decides to proceed with formal action, they will:

- a) notify the employee in writing, setting out the allegation(s);
- b) include sufficient detail to enable the employee to understand the nature of the allegation(s), and to properly consider and respond to them including any relevant documents;
- c) inform the employee that they are entitled, within 10 working days of receiving a copy of the allegation(s), to submit a written response to the Director, HR.

- 42.3.2 Notification in writing will be deemed to have been served if sent by registered mail to the last known home address or to the University email address of the employee.
- 42.3.3 Depending on the nature of the investigation, the Director, HR (or delegated authority) may, require the employee to attend a meeting to discuss the allegations.
- 42.3.4 If at any time, the Director, HR (or delegated authority) is of the view that any alleged conduct, if proven, is such that it would be unreasonable for the employee to continue attend work, the Director, HR (or delegated authority) may suspend the employee with pay while an investigation is being conducted.
- 42.3.5 Following receipt of the employee's response, or if the employee does not respond having confirmed the employee was given an opportunity to respond, the Director, HR (or delegated authority) will consider the allegations and any relevant evidence, the employee's response and any mitigating circumstances. Following this, the Director, HR (or delegated authority) may:
- a) take no further action and advise the employee in writing of the decision; or
 - b) require a further investigation to be undertaken in order to more fully establish the circumstances; or
 - c) determine whether to recommend Disciplinary Action.
- 42.3.6 Where the Director, HR (or delegated authority) recommends Disciplinary Action, a report containing the Director, HR (or delegated authority)'s findings and recommendation of Disciplinary Action will be sent to both the employee and the Relevant Senior Officer. The employee, on receipt of the report, has 10 working days to provide a written response directly to the Relevant Senior Officer.
- 42.4 Review**
- 42.4.1 Where the Director, HR (or delegated authority) within the above report makes a recommendation for either demotion or termination of employment the employee can, within 10 working days of receiving advice of the recommendation, request a review on the grounds of:
- a) an identified breach of the principles of Procedural Fairness; or
 - b) new information not considered by the Director, HR (or delegated authority) that could affect the recommendation to the Relevant Senior Officer has become known.
- 42.4.2 Where the employee requests a review, the Director, HR (or delegated authority) will establish a review panel within 5 working days. The review panel is required to be available to convene and provide a report to the Relevant Senior Officer as soon as practicable and normally within 10 working days of being established.
- 42.4.3 A review panel will comprise:
- a) An employee nominated by the University, and
 - b) An employee nominated by the NTEU following consultation with the employee.
- 42.4.4 The role of the review panel is to:
- a) consider the claim by the employee and any supporting material submitted by the employee;
 - b) provide a report to the Relevant Senior Officer with their view as to whether the finding of Misconduct or Serious Misconduct is materially impacted by:
 - i) the alleged breach of Procedural Fairness; or
 - ii) the new information provided.
- 42.5 Decision Process**
- 42.5.1 The Relevant Senior Officer will, after receiving the report from the Director, HR (or delegated authority), any response from the employee and any review report, make a final decision in relation to the recommended Disciplinary Action, having regard to all available relevant material and submissions. The employee will be notified in writing of the decision.
- 42.6 Other Matters**
- 42.6.1 Once an allegation(s) of Misconduct or Serious Misconduct has been reported to the Director, HR (or delegated authority), all investigations and inquiries in relation to the allegation(s) will be confidential. However, this will not prevent the employee or representatives of the University from disclosing the allegation(s) or aspects of it in order to obtain evidence or advice relating to the allegation(s).

- 42.6.2 This clause does not constrain the University in any way from carrying out other investigations or reporting the allegation(s) to an outside body (such as the Crime and Corruption Commission) relating to the consequences of conduct of an employee or former employee when required in the public interest or by law.
- 42.6.3 If at any time during the process described above, the employee offers to resign with immediate effect, the resignation will be accepted by the Director, HR (or delegated authority) and the employee's participation in the process will cease at that point.
- 43. MANAGING ILL-HEALTH**
- 43.1 Managing Concerns of Ill-Health**
- These provisions will be undertaken in accordance with the University's policies, procedures and guidelines as amended from time to time.
- 43.1.1 In the course of employment, an employee may become injured or ill. The spectrum of ill health cases may or may not be related to the employee's employment and may range from a simple short term illness to an incapacity or disability which is likely to be permanent and prevent the employee from undertaking the requirements of the contract of employment.
- 43.1.2 The Director HR may direct an employee with not less than 6 weeks notice to undertake an independent medical assessment by a University appointed registered medical practitioner where the capacity of the employee to perform his or her duties is in doubt.
- 43.1.3 Where the Director HR directs an employee to undertake a medical examination it will be at no cost to the employee.
- 43.1.4 The University appointed registered medical practitioner may request the services of certain registered health practitioners (including but not limited to physiotherapists, occupational therapists, psychologists) when conducting a medical assessment of an employee's capacity to work.
- 43.1.5 The University will provide an employee with written notice of not less than 6 weeks that a medical examination is required. Cultural, religious and gender issues will be taken into account when choosing a registered medical practitioner. However, this does not limit the University's ability to choose the registered medical practitioner to undertake the medical assessment. Where this action is being taken, the employee will be given reasonable notice and advised in writing of:
- a) the reasons why the assessment is being undertaken; and
 - b) the purpose of the medical assessment; and
 - c) the role of the registered medical practitioner; and
 - d) advice on the employee's options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund; and
 - e) the possible outcomes following the medical assessment, which could include one or more of the following:
 - i) reasonable reassignment of duties;
 - ii) reasonable workplace adjustments;
 - iii) rehabilitation;
 - iv) redeployment where practicable into a position at the same or lower level;
 - v) termination of employment (not an option for fixed term appointments).
- 43.1.6 A copy of the registered medical practitioner's report will be made available to the University and to the employee.
- 43.1.7 Should the outcome of the medical assessment be any of those listed in subclause 43.1.5e)i) to 43.1.5e)v), then the University and employee will proceed in accordance with the University's rehabilitation and redeployment procedures and any relevant legislative requirements.
- 43.2 Superannuation Applications**
- 43.2.1 At any time during the notice period of the requirement for the employee to undergo a medical examination, an employee may apply to the relevant superannuation fund for a permanent disablement

or temporary incapacity benefit pursuant to the rules of the superannuation fund. Should this occur, the requirement of the University requested medical examination will be suspended

- 43.2.2 The employee must notify the University of their intention to apply to the relevant superannuation fund. The University may request the relevant superannuation fund, as part of the assessment of the application, to carry out a full medical examination including but not limited to psychological examination.
- 43.2.3 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the employee may use accrued leave entitlements and, if all paid leave entitlements have been used, will be granted sick leave without pay.
- 43.2.4 Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.
- 43.2.5 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work, the University may disagree with this decision and proceed in accordance with the procedures set out herein.

43.3 Termination on Grounds of Ill-Health

- 43.3.1 Where the superannuation fund decides that the employee is unable to perform the duties required of their employment and is unlikely to be able to do so within a reasonable period and therefore approves a permanent disability benefit, the University will commence termination of employment in accordance with the provisions of this clause, with the determination of the superannuation fund being viewed in the same manner as the medical examination result as set out below.
- 43.3.2 If the medical examination reveals that the employee is unable to perform the duties required of their employment and is unlikely to be able to do so, within a reasonable period, being not less than 12 months, the University may terminate the employment of the employee.

Prior to taking action to terminate the employment of an employee, the relevant delegated authority will offer the employee the opportunity to resign and, if such a resignation is forthcoming, the University will accept it and not proceed with any action to terminate employment.
- 43.3.3 These provisions shall not displace or override any current, relevant worker's compensation schemes or awards, or the provisions contained in any worker's compensation legislation that may be enacted.
- 43.3.4 Failure or refusal by an employee to agree to attend an appointment to undergo a medical assessment or to cooperate fully at that assessment, as requested within 6 weeks of a written notification to do so, will be taken as prima facie evidence that such a medical assessment would have found that the employee would have been unable to perform their duties and would have been unlikely to resume those duties in a reasonable period. In that case action may be taken in accordance with this clause, provided that such refusal by the employee in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

44. PROMOTION

Promotion will be undertaken in accordance with this clause and dealt with as set out in the University's, policies, procedures and guidelines as amended from time to time.

44.1 Eligibility

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

- a) An employee on leave without salary for a period in excess of 12 months.
- b) An employee who has served in their current appointment for less than 2 years prior to applying for promotion. In exceptional circumstances this may be waived by the Provost.
- c) An employee who has been unsuccessful in an application for promotion is excluded from reapplying for promotion for a period of two years. In exceptional circumstances this may be waived by the Provost.
- d) An employee who has resigned or has submitted notice of resignation.
- e) An employee whose performance is found to be unsatisfactory.

44.2 Promotions Committee

A Group Promotions Committee will be established in each academic group and a Senior Promotions

Committee will be established at the University level. Membership of the Group Promotions Committee will include an employee at Level D or above, nominated by the NTEU.

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

All Promotions Committees will conduct annual reviews of process to ensure consistency and continuous improvement and will monitor equity outcomes.

44.3 Assessment/Decision

When assessing applicants for promotion, the relevant Promotions Committee will have regard to the relevant criteria as set out in the University's policies, procedures and guidelines. The criteria will be applied with due recognition to:

- a) the employee's agreed academic areas of emphasis;
- b) the level of appointment;
- c) the achievements relative to opportunity; and
- d) the conditions of appointment and particular academic environments encountered by the employee.

Non-traditional patterns of achievement, such as may be demonstrated by women, Australian Aboriginal and Torres Strait First Peoples, people with disabilities and people from non-English speaking backgrounds will be taken into account. Particular consideration will be given to significant career interruptions and periods of part-time employment and other flexible arrangements, cultural service or representation commitments, ability to participate in activities that influence progression and impact of major events.

The effective date of promotion is 1 January of the year following the date of notification for commencement of the promotion round.

Employees may lodge an appeal, on the basis of process only in accordance with the relevant policy and procedure. The Appeal Panel will consist of:

- a person to chair the Panel appointed by agreement between the University and the NTEU; and
- an employee nominated by the University; and
- an employee nominated by the NTEU.

45. WORKPLACE BULLYING

45.1 Workplace harassment, or bullying, is defined as the repeated less favourable treatment of a person by another or others in the workplace which may be considered unreasonable and inappropriate workplace practice. It includes behaviour that intimidates, offends, degrades or humiliates.

It is recognised that workplace bullying can have a damaging effect on individuals, both personally and professionally, and can have a detrimental effect on the workplace and the University as a whole. The University and employees are committed to work together to eliminate any such inappropriate behaviour within the University. Complaints of workplace harassment or bullying can be resolved through the relevant University policies, procedures and guidelines.

45.2 The following are examples of behaviours that may constitute bullying in the workplace:

- a) including pushing, shoving, tripping you in the workplace or threats;
- b) being harassed or abused;
- c) insulting or offensive language;
- d) spreading misinformation or malicious rumours about you – including online posts;
- e) people posting information about you online without your permission;
- f) violence;
- g) initiation or hazing - where you are made to do humiliating or inappropriate things in order to be accepted as part of the team;
- h) unreasonable work scrutiny;
- i) unreasonably change and/or setting impossible deadlines, tasks or targets;

- j) unreasonable criticism of someone's work or behaviour;
- k) unreasonable blocking of promotion, training, development or other work opportunities;
- l) "upwards bullying" where employees bully managers for example by spreading rumours, making snide remarks, purposely skipping meetings and missing deadlines, ignoring the manager's views and opinions, abusive rude and belittling, intimidating sarcastic comments in person or via phone calls, emails, notes, etc; interference with a person's workspace, work materials, equipment or personal property, apart from that which is necessary for the ongoing work of the business unit.

45.3 Some examples of behaviours that **may not** constitute bullying in the workplace:

- a) management action carried out in a reasonable way;
- b) performance management processes;
- c) disciplinary actions;
- d) allocated work in compliance with systems and policies;
- e) action taken to transfer or retrench an employee if done reasonably and in accordance with procedures;
- f) a decision not to promote having regard to appropriate procedures;
- g) managing an employee's injury or illness;
- h) expressing differences of opinion;
- i) constructive and courteous feedback, counselling or advice about work-related behaviour and performance; or
- j) making a complaint about a manager's or another employee's conduct.

46. WORKING OVERSEAS

46.1 An employee shall have the right not to undertake employment overseas if this is not a specified requirement of their position description or contract of employment.

46.2 Where an employee agrees to undertake overseas employment, such employment shall be included as part of the employee's normal work allocation.

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

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

46.5 The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for an employee undertaking overseas employment.

47. UNION RECOGNITION, ROLE AND RESOURCES

47.1 The University recognises the contribution of effective Union organisation to productive workplace relations and that Unions are legitimate representatives of employees at the University. An employee is entitled to have Union representation in relation to any disputed industrial matter which arises under the provisions of this Agreement.

47.2 The University will not discriminate against or prejudice an employee in their employment because of their Union membership, Union activity or in their role as a delegate or representative.

47.3 Union Recognition and Resources

The University will provide the following to the NTEU:

- a) shared access to an appropriately equipped office for the use of the Unions;
- b) access to common area general purpose notice boards;

- c) deduction of union dues from salary at a rate or amount advised under the Unions' rules where this has been authorised by the employee;
- d) subject to complying with relevant University guidelines, access to electronic mail, internal mail systems for the distribution of union material.

The University will provide new employees:

- e) at the point of offering employment, the names and addresses of the Unions to which the employee may make application to join;
- f) at the point of induction, with Union materials and contact details of the Unions to which the employee may make application to join;
- g) Union web site links on the new employees web page.

47.4 Union Meetings

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

47.5 Union Delegates and Representatives

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

Union delegates and representatives will be provided with time off during normal working hours to attend 1 delegate or representative meeting per month for 1 hour and 15 minutes on each occasion. If such a meeting takes place in conjunction with a lunch break then a 2 hour meeting without loss of salary is possible. Reasonable travel time will be allowed.

This commitment is subject to the Union providing the University with a list of the names of employee Union representatives and such named representatives providing their relevant supervisor with reasonable notice of their attendance at such meetings. The University will notify supervisors of recognised employee Union representatives of its commitment to facilitating Union involvement under this clause.

48. INDIVIDUAL GRIEVANCE RESOLUTION PROCEDURE

Individual grievance resolution will be carried out in accordance with the University's policies, procedures and guidelines as amended from time to time. An employee is entitled to have representation at all stages of this process.

49. INTELLECTUAL AND ACADEMIC FREEDOM

49.1 Academic employees, as employees of the University, have the right to intellectual and academic freedom which consists of the right to:

- a. teach, discuss, and research; and to disseminate and publish the results of their research;
- b. engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;
- c. express their opinions in relation to the higher education provider in which they work;
- d. participate in professional or representative academic bodies;

The University maintains authority to make final determinations in relation to the choice of academic courses and offerings, the ways in which they are taught and which research activities are funded.

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

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

49.4 Any alleged limitation of these rights can be raised, in the first instance, through the University Individual

Grievance Resolution Procedure.

- 49.5** Provided that an employee does not harass, vilify, intimidate or infringe upon the intellectual and academic freedom rights of others, they will not be subject to disciplinary action in accordance with this Agreement for exercising intellectual and academic freedom.

SIGNATORIES TO THE AGREEMENT


Signature for Griffith University

Full Name

Position

Address

ABN



Carolyn Maree Evans

Vice Chancellor and President


170 Kessels Road, Nathan Qld 4111

78 196 994 461

Witness Signature

Full Name

Address


 Louise Johnson

170 Kessels Road, Nathan Qld 4111

Signature for

Signed for

Full Name

Position

Address

ABN



National Tertiary Education Industry Union

4 Briggs Street, Taringa Qld 4068

37 579 396 344

Witness Signature

Full Name

Address



50. SIGNATORIES TO THE AGREEMENT

Signature for Griffith University

Full Name

Carolyn Maree Evans

Position

Vice Chancellor and President

Address

170 Kessels Road, Nathan Qld 4111

ABN

78 196 994 461

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Signature for

Signed for

Full Name

Position

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National Tertiary Education Industry Union
Damien Cahill
General Secretary

4 Briggs Street, Taringa Qld 4068

37 579 396 344

Witness Signature

Full Name

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Renee Veal

1/120 Clarendon Street
South Melbourne VIC 3205

Schedule 1 - Position Classification Standards (PCS) for Academic Staff

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

LEVEL A

General standard

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

Specific duties

Specific duties required of an Academic Level A employee may include:

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

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

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

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

Skill base

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

LEVEL B

General standard

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

Specific duties

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

Skill base

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

LEVEL C**General Standard**

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

Specific Duties

Specific duties required of an Academic Level C employee may include:

- (a) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- (b) initiation and development of course material.
- (c) program coordination.
- (d) the preparation and delivery of lectures and seminars.
- (e) supervision of major honours or postgraduate research projects.
- (f) supervision of the program of study of honours students or of postgraduate students engaged in course work.
- (g) the conduct of research.
- (h) significant role in research projects including, where appropriate, leadership of a research team.
- (i) involvement in professional activity.
- (j) consultation with students.
- (k) broad administrative functions.

- (l) marking and assessment.
- (m) attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill base

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

LEVEL D

General standard

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

Specific duties

Specific duties required of an Academic Level D employee may include:

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

Skill base

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

LEVEL E

General standard

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

Specific duties

Specific duties required of an Academic Level E employee may include:

- (a) provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- (b) the conduct of research.
- (c) fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.

- (d) development of research policy.
- (e) supervision of the program of study of honours students or of postgraduate students engaged in course work.
- (f) supervision of major honours or postgraduate research projects.
- (g) making a distinguished personal contribution to teaching at all levels.
- (h) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- (i) the preparation and delivery of lectures and seminars.
- (j) consultation with students.
- (k) marking and assessment.
- (l) playing an active role in the maintenance of employee standards and in the development of educational policy and of curriculum areas within the discipline.
- (m) developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the University.
- (n) participation in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill base

An Academic Level E employee will have the same skill base as an Academic Level D employee but will be recognised as a leading authority in the relevant discipline area.

Schedule 2 - Minimum Standards for Academic Levels - Research Academic Staff (inclusive of creative disciplines)

Level A

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

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

Level B

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

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

Level C

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

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

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

Level D

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

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

Level E

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

A Level E Research Academic will provide leadership in his or her field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. She/he will foster excellence in research, research policy and research training.

Schedule 3 - Academic Staff Salary Rates

Academic Salary Level	Point	March 2022	March 2023	March 2024	October 2024	March 2025
Level A (Associate Lecturer)	1	70,738.78	74,275.72	76,503.99	78,034.07	79,984.92
	2	74,586.09	78,315.40	80,664.86	82,278.16	84,335.11
	3	78,437.42	82,359.30	84,830.07	86,526.68	88,689.84
	4	82,288.76	86,403.19	88,995.29	90,775.19	93,044.57
	5	85,427.62	89,699.00	92,389.97	94,237.77	96,593.72
	6	88,622.41	93,053.53	95,845.13	97,762.04	100,206.09
	7	91,879.33	96,473.30	99,367.50	101,354.85	103,888.72
	8	95,127.91	99,884.31	102,880.84	104,938.46	107,561.92
Level B (Lecturer)	1	100,137.60	105,144.48	108,298.82	110,464.79	113,226.41
	2	103,895.93	109,090.72	112,363.45	114,610.71	117,475.98
	3	107,647.99	113,030.39	116,421.30	118,749.73	121,718.47
	4	111,404.22	116,974.43	120,483.66	122,893.33	125,965.67
	5	115,158.36	120,916.28	124,543.77	127,034.64	130,210.51
	6	118,916.68	124,862.52	128,608.39	131,180.56	134,460.08
Level C (Senior Lecturer)	1	122,668.73	128,802.17	132,666.23	135,319.55	138,702.54
	2	126,424.95	132,746.20	136,728.59	139,463.16	142,949.74
	3	130,181.18	136,690.24	140,790.95	143,606.76	147,196.93
	4	133,935.34	140,632.11	144,851.07	147,748.09	151,441.80
	5	137,687.39	144,571.76	148,908.91	151,887.09	155,684.26
	6	141,447.79	148,520.18	152,975.79	156,035.30	159,936.19
Level D (Associate Professor)	1	147,702.62	155,087.75	159,740.38	162,935.19	167,008.57
	2	152,710.21	160,345.72	165,156.09	168,459.21	172,670.69
	3	157,715.73	165,601.52	170,569.56	173,980.96	178,330.48
	4	162,723.36	170,859.52	175,985.31	179,505.02	183,992.64
Level E (Professor)	1	190,262.09	199,775.19	205,768.45	209,883.82	215,130.91
Principal Research Fellow	1	147,702.62	155,087.75	159,740.38	162,935.19	167,008.57
	2	152,710.21	160,345.72	165,156.09	168,459.21	172,670.69
	3	157,717.83	165,603.72	170,571.83	173,983.27	178,332.85
	4	162,725.44	170,861.71	175,987.56	179,507.31	183,995.00
Senior Research Fellow	1	122,668.73	128,802.17	132,666.23	135,319.55	138,702.54
	2	126,424.95	132,746.20	136,728.59	139,463.16	142,949.74
	3	130,181.18	136,690.24	140,790.95	143,606.76	147,196.93
	4	133,935.34	140,632.11	144,851.07	147,748.09	151,441.80
	5	137,687.39	144,571.76	148,908.91	151,887.09	155,684.26
	6	141,447.79	148,520.18	152,975.79	156,035.30	159,936.19
Research Fellow 2	1	100,137.60	105,144.48	108,298.82	110,464.79	113,226.41
	2	103,895.93	109,090.72	112,363.45	114,610.71	117,475.98
	3	107,647.99	113,030.39	116,421.30	118,749.73	121,718.47
	4	111,404.22	116,974.43	120,483.66	122,893.33	125,965.67
	5	115,158.36	120,916.28	124,543.77	127,034.64	130,210.51
	6	118,916.68	124,862.52	128,608.39	131,180.56	134,460.08
Research Fellow 1	1	78,437.42	82,359.30	84,830.07	86,526.68	88,689.84
	2	82,288.76	86,403.19	88,995.29	90,775.19	93,044.57
	3	85,427.62	89,699.00	92,389.97	94,237.77	96,593.72
	4	88,622.41	93,053.53	95,845.13	97,762.04	100,206.09
	5	91,879.33	96,473.30	99,367.50	101,354.85	103,888.72

1. Loadings

Loadings (per annum rates)	March 2022	March 2023	March 2024	October 2024	March 2025
Clinical	33,071.63	34,725.21	35,766.97	36,482.31	37,394.37
Dental	16,561.21	17,389.27	17,910.95	18,269.17	18,725.90

2. Casual Research Only Appointments

The base rate applicable to casual research only appointment is calculated by using the first step of the relevant Level, except where a casual Research Fellow 1 who upon or during appointment gains a relevant PhD qualification shall be paid no lower than point Level 4 on the salary scale. Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in sub clause 12.5.1

Casual Research Only (Including 25% Casual Loading)	March 2022	March 2023	March 2024	October 2024	March 2025
Casual Research Fellow Grade 1	50.28	52.79	54.38	55.47	56.85
Casual Research Fellow 1 (PHD)	56.81	59.65	61.44	62.67	64.23
Casual Research Fellow Grade 2	64.19	67.40	69.42	70.81	72.58
Casual Senior Research Fellow	78.63	82.57	85.04	86.74	88.91
Casual Principal Research Fellow	94.68	99.42	102.40	104.45	107.06

3. Casual Academic Salary Rates

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

a. Base Rate: Lecturing rate and higher marking

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

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

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

c. Base Rate: applicable to all other duties

Calculated using the second step of the full-time Level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus casual pay loading as specified. For the purposes of this Agreement the terms "lecture" and "tutorial" mean any education delivery described as such in the timetable section of the Course Profile.

3.2 Lecturing

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

Lecturing	March 2022	March 2023	March 2024	October 2024	March 2025
Specialised (1 hr delivery + 4 hrs assoc work time)	333.00	349.65	360.14	367.34	376.53
Developed (1 hr delivery + 3 hrs assoc work time)	266.40	279.72	288.11	293.87	301.22
Basic (1 hr delivery time + 2 hrs assoc work time)	199.80	209.79	216.08	220.41	225.92
Repeat (1 hr delivery + 1 hr assoc work time)	133.20	139.86	144.06	146.94	150.61

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

3.3

Tutoring

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

Tutoring	March 2022	March 2023	March 2024	October 2024	March 2025
1 hr delivery and 2 hrs associated working time + full subject coordination or relevant doctoral qualification	170.43	178.95	184.32	188.00	192.70
1 hr delivery and 2 hrs associated working time	143.43	150.61	155.12	158.23	162.18
Repeat - 1 hr delivery + 1 hr assoc work time + full subject coordination or relevant doctoral qualification	113.62	119.30	122.88	125.34	128.47
Repeat - 1 hr delivery + 1 hr assoc working time	95.62	100.40	103.42	105.48	108.12

NOTE: The same rule applies to a repeat tutorial as for a repeat lecture, at 3.2 above.

3.4

Marking

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

Marking	March 2022	March 2023	March 2024	October 2024	March 2025
Significant academic judgement usually supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status = base rate for lecturing.	66.60	69.93	72.03	73.47	75.31
Standard – involved in full course coordination or a relevant doctoral qualification = base rate “applicable to performance of other duties involving full course coordination of possession of a relevant doctoral qualification.	56.81	59.65	61.44	62.67	64.23
Standard marking = base rate “application to other duties.	47.81	50.20	51.71	52.74	54.06

3.5

Clinical Facilitator

A casual academic required to provide undergraduate clinical health education shall be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation and student consultation, according to the following:

Clinical Facilitator Rates	March 2022	March 2023	March 2024	October 2024	March 2025
Normal preparation time – (1 hr delivery + 1hr associated work time) = full course coordination or relevant doctoral qualification = 2 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”	113.62	119.30	122.88	125.34	128.47
Normal preparation time (1 hr delivery + 1 hr associated work time) = 2 base rate “applicable to all other duties”.	95.62	100.40	103.42	105.48	108.12
Little preparation – (1 hr delivery + 0.5 hrs associated work time full course coordination or relevant doctoral qualification) = 1.5 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”	85.21	89.47	92.16	94.00	96.35
Little preparation – (1 hr delivery + 0.5 hrs associated work time) = 1.5 x base rate “applicable to all other duties”.	71.72	75.30	77.56	79.11	81.09

3.6

Other Required Academic Activity

A casual academic required to perform any other academic activity as defined below shall be paid for each hour of such activity delivered as required and demonstrated to have been performed. Examples of “other required academic activity” include, but are not limited to work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions and set-up and clean-up where required;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- any required student consultation which is in addition to that which is considered part of the normal work schedule negotiated;
- musical coaching, repititeurship and musical accompanying other than with special educational service;

- f) development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- g) supervision;
- h) attendance at any required professional development activities; and
- i) attendance at school, department and/or faculty meetings or at any of the activities of lecturing, tutoring, musical accompanying or clinical facilitating as directed.

Other Required Academic Activity Rates	March 2022	March 2023	March 2024	October 2024	March 2025
Relevant doctoral qualification held by an employee or full course coordination required and performs academic activity such as the conducting practical classes, demonstrations, workshops, student field excursions.	56.81	59.65	61.44	62.67	64.23
Employed to perform any other required academic activity such as conducting practical classes, demonstrations, workshops, students field excursions etc.	47.81	50.20	51.71	52.74	54.06

3.7 Musical Accompanying/Group Coaching/Small Ensemble with Special Education Service Rates

	March 2022	March 2023	March 2024	October 2024	March 2025
1 hour delivery + 1 hour preparation time with full course coordination or relevant doctoral qualification.	113.62	119.30	122.88	125.34	128.47
1 hour delivery + 1 hour preparation time.	95.62	100.40	103.42	105.48	108.12

Schedule 4 - Language Instructors Conditions of Employment

1. LANGUAGE INSTRUCTORS, GRIFFITH ENGLISH LANGUAGE INSTITUTE - CONDITIONS OF EMPLOYMENT

2. APPLICATION OF SCHEDULE

This Schedule shall apply to employees who are appointed to the following positions:

- (a) Language Instructor
- (b) Assistant Director of Studies

3. OPERATION OF SCHEDULE

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

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

- (a) Types of Appointment
- (b) Academic Work Allocation
- (c) Clinical Loading
- (d) Annual Leave
- (e) Sick Leave
- (f) Probation
- (g) Academic Staff Review
- (h) Unsatisfactory Performance
- (i) Redundancy
- (j) Promotion

4. PROVISIONS OF THE SCHEDULE

Clause	Provision
1	Title
2	Application
3	Operation of Schedule
4	Provisions of Schedule
5	Definitions
6	Types of Employment
7	Requirements to State Terms of Engagement
8	Modes of Employment
9	Hours of Work
10	Work Allocation
11	Classifications

Clause	Provision
12	Pay Rates
13	Allowances
14	Incremental Salary Progression
15	Higher Duties
16	Annual Leave
17	Sick Leave
18	Probation
19	Staff Development and Review
20	Managing Unsatisfactory Performance
21	Termination of Employment and Resignation
22	Redundancy
23	Professional Development and Research
24	Cancellation of Courses
25	Class Size
26	Language Instructors Staff Consultative Committee
Appendix 1	Salary Rates

5. DEFINITIONS

5.1 Definition of Singular and Plural

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

- (a) **GELI** means Griffith English Language Institute.
- (b) **ELICOS** means English Language Intensive Course for Overseas Students.
- (c) **TESOL** means Teaching English to Speakers of Other Languages.
- (d) **ELICOS Standards** means the National Standards for ELICOS Providers and Courses.
- (e) **DELTA** means Diploma of English Language Teaching to Adults as accredited by the University of Cambridge UK.
- (f) **Employee** means a person employed by Griffith University principally to teach ELICOS, TESOL or other non-award English language courses in an English Language Centre.
- (g) **Language Instructor** means a qualified employee engaged to conduct, teach, prepare and assess language classes and to perform any or all of the following language teaching related duties as may be required: consulting with students outside class time, course preparation, participating in the development of teaching and assessment materials, conducting computer laboratory classes, tours and excursions, marking and assessing assignments and examinations, any program related assessment, program administration, participating in student activities, any other activity normally associated with language teaching and the operation of language programs. Language Instructors may also be engaged to conduct, teach, prepare and assess classes, coordinate programs (including

the relevant human and other resources for their operation), work on special activities (e.g. curriculum development, Independent Learning Centre, materials development projects, etc), carry out administrative duties (e.g. arrange relief teachers, attend necessary meetings, promote GELI, and implement GELI's quality assurance measures).

- (h) **Director** means the Director & Director of Studies of GELI.
- (i) **Assistant Director of Studies** means a full-time staff member who is an experienced TESOL professional with recognised postgraduate qualifications in TESOL, working under the broad direction of the Director.
- (j) **Classes** means a group to whom a language program is delivered which may range in numbers from one to the maximum number permitted by this Schedule.
- (k) **Contact hours** means hours of work in which a staff member is engaged in face-to-face teaching of students in scheduled language classes including flexible delivery, and formal extension activities requiring a comparable preparation and assessment load to normal class teaching responsibilities.

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

6. TYPES OF EMPLOYMENT

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

- (a) Continuing;
- (b) Fixed term;
- (c) Casual (including sessional).

6.1 Continuing Employment

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

6.2 Fixed Term Employment

- (a) A fixed term appointment is employment with the University for a specified period or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. The fixed term appointment is subject to the successful completion of a probationary period.
- (b) Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire.
- (c) A fixed term appointment will either be on a full-time or part-time basis, in accordance with the provisions set out in 8.1 and 8.2.
- (d) The entitlements accrued during the term of employment will normally be taken prior to or on expiry of the term of employment.
- (e) Employees employed on a fixed-term appointment will be advised in accordance with subclause 21.5(b) whether they will be offered a further term of employment.
- (f) Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where the following criteria have been met:
 - (i) Satisfactory performance;
 - (ii) Completion of a probation period or have been employed for a period of at least equal to the probation requirements for the continuing position;
 - (iii) The appointment in the current fixed term position was through a competitive and open merit selection process.

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

6.3 Casual Employment

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

The casual loading will be 25%.

- (b) Casual employees will be recruited and appointed through the merit selection process set out in the GELI Guidelines for the Recruitment and Reappointment of casual Language Instructors. These Guidelines will not be changed without prior consultation with the NTEU.
- (c) An essential feature of casual employment is that there is no expectation of continuity of employment unless stated otherwise, in writing, by the Director, HR.

However, where a position is maintained on a casual basis and the casual employee was appointed through the process referred to in 6.3(b), and is on a second or subsequent appointment, the casual employee will be offered the further appointment in accordance with the criteria for re-engagement as set out in the Guidelines referenced in 6.3(b).

Where a casual employee is not offered further employment, they will be provided with the reasons for this decision having regard to the selection criteria in the Guidelines.

- (d) A casual employee or the University will give one day's notice to terminate the engagement.
- (e) Normal contact hours for Language Instructors are 810 contact hours over 45 weeks per annum; however, a casual Language Instructor may, by agreement, work up to a maximum of 900 contact hours over 45 weeks per annum.
- (f) A casual Language Instructor will not normally be required to undertake more than 6 contact hours in any one day. In exceptional circumstances, such as providing relief for absences, a casual language instructor may teach more than 6 contact hours in a given day by agreement.
- (g) GELI will continue to monitor the use of casual employment throughout the life of the Agreement. Further, GELI will endeavour to reduce the overall usage of casual employment from the levels in place at commencement of this Agreement to the extent possible whilst maintaining the financial viability of the Institute and flexibility to respond quickly to changes in student load. The use of casual employment will be reported on a six monthly basis to the Language Instructors Staff Consultative Committee (LISCC).
- (h) Continuing Employment Opportunities for Casual Employees

The importance of casual employees in the ongoing operation of GELI is acknowledged. With this in mind, the University commits that when a continuing or fixed-term position becomes available, casual employees already working at GELI will be made aware of the opportunity. Current casual Language Instructors may apply for the position/s, and such applications will be considered in accordance with the University's policies, procedures and guidelines.

7. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

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

- (a) For employees other than casuals, the classification level, salary and the hours of work, and for fixed-term employees, the dates of starting and completing the contract.
- (b) For casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid.
- (c) For any employees subject to probationary employment, the length and terms of the probation.
- (d) Other main conditions of employment including the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment.

8. MODES OF EMPLOYMENT

8.1 Full-time Employment

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

8.2 Part-time Employment

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

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

9. HOURS OF WORK

This clause does not apply to casual employees.

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

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

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

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

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

9.5 Where an employee is required to attend for ordinary hours work outside the normal span of hours or on weekends, payment will be at the following rates;

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

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

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

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

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

9.8 Language Instructors will not normally be required to undertake more than 6 contact hours in any one day. A working period will normally be unbroken except by mutual agreement in writing. In exceptional

circumstances, such as providing relief for absences, a language instructor may teach more than 6 contact hours in a given day by agreement.

- 9.9** Language Instructors are expected to be in attendance on campus or wherever GELI programs are located on or off-campus for all working hours unless otherwise approved by the Director or nominee.
- 9.10** All work performed off-campus must be authorised in advance by the Director or nominee.
- 9.11** All work performed outside of the ordinary hours of work or the normal span of hours must be authorised in advance by the Director or nominee.
- 9.12** Casual Language Instructors will be paid where required to attend meetings convened by GELI. These may include meetings to discuss matters relating to the provision of courses and professional development. Casual Language Instructors will be paid for all hours (in full or part) attended.

10. WORK ALLOCATION

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

- 10.2** The allocation of teaching and other duties to Language Instructors will be made in an equitable and transparent manner and shall take the following factors into account:

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

10.3 Work Allocation Review

- (a) If an employee believes that their work allocation is inequitable or unreasonable, in the first instance, the concerns should be raised with the appropriate supervisor. Options and strategies to vary work allocation can be discussed and, where agreed, implemented and monitored.
- (b) If, after efforts to resolve concerns as outlined in subclause 10.3(a) above, the employee still has concerns about their work allocation, they, and/or the Union on their behalf, may seek a review of their work allocation.
- (c) The Union and/or the employee will raise the concerns regarding work allocation with the Director specifying steps already undertaken with the supervisor and explaining what concerns still remain. The Director will review the concerns and the employee's work allocation, consulting with all parties, having regard to the relevant provisions of this Agreement, and provide a recommendation within five working days. The recommendation will be in writing and set out the reasons for the decision.
- (d) Where the employee and/or the Union representative believe the concern has not been satisfactorily dealt with, it can be pursued using the University's individual grievance resolution procedure, entering the process at level 3. It is agreed that for the purposes of a GELI work allocation review, the terms of reference will include an assessment of the work allocation having regard to the standards and requirements of this clause. In the interests of the employee and GELI, the individual grievance resolution procedure should be completed within ten working days.
- (e) The Union may also raise concerns about the work allocation situation in GELI at the Language Instructors Staff Consultative Committee and an investigation be undertaken where agreed appropriate. The results of any such audit or investigation will be reported to this Committee.

11. CLASSIFICATIONS

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

- (a) Category A commences at Level 4 with a maximum of Level 12
- (b) Category B commences at Level 3 with a maximum of Level 12
- (c) Category C commences at Level 2 with a maximum of Level 12
- (d) Category D commences at Level 1 with a maximum of Level 9

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

11.3 Language Instructor Categories

Based on an assessment of qualifications, an employee shall be assigned to one of the following categories:

(a) Category A

Degree and Diploma of Education or equivalent, and either:

- (i) A Diploma in TESOL (eg Dip RSA, Grad Dip TESOL); or
- (ii) Postgraduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

(b) Category B

- (i) Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or
- (ii) Degree and Diploma of Education including LOTE/TESOL method.

(c) Category C

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

(d) Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

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

- (a) One increment for each year of full-time TESOL teaching or equivalent.
- (b) One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.
- (c) An employee shall accrue equivalent full-time experience for a period of part-time service on a pro rata basis.

12. PAY RATES

12.1 For employees covered by this Schedule, the following salary increases will apply:

- (a) 2% (previously administratively paid) on the first available full pay period after 1 March 2022; and
- (b) 5% to be paid on the first available full pay period after 1 March 2023; and
- (c) 3% to be paid on the first available full pay period after 1 March in 2024; and
- (d) 2% to be paid on the first available full pay period after 1 October 2024; and
- (e) 2.5% to be paid on the first available full pay period after 1 March 2025.

12.2 A one off payment of \$1,000 will be payable to eligible employees on or after a successful ballot, in accordance with the University's published criteria.

12.3 Casual Rates

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

- (b) The hourly rates for student contact payable to casual Language Instructors are based on one hour preparation/marking time for each hour of face-to-face teaching.
- (c) Casual Language Instructors will be paid the non-contact rate for all other required duties.
- (d) Casual rates for Language Instructors as set out in Appendix 1 shall be paid according to the following 3 tiered scale which recognises qualifications and experience.
 - (i) **Point 1** Base pay point with relevant qualifications and experience
 - (ii) **Point 2** Entry pay point with Grad Dip in TESOL or equivalent qualifications. Language Instructors engaged at point 1 will increment to this rate after accruing 810 hours teaching experience in GELI within three years.
 - (iii) **Point 3** Minimum qualification of Masters in TESOL or Masters in Education with a Grad Dip TESOL or equivalent, or Masters in Education with TESOL units, 3 Module DELTA or equivalent plus 810 hours post-qualification teaching experience in GELI within three years.

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

13. ALLOWANCES

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

- (a) Level 1 – Professional Development (PD) Coordinator or equivalent;
- (b) Level 2 – Coordinator for ELICOS courses or levels other than Direct Entry Program 7 (DEP 7)
- (c) Level 3 - Direct Entry Program 7 (DEP 7) Coordinator or equivalent.

An employee may be appointed to a Position of Responsibility for a period of up to 5 years.

14. INCREMENTAL SALARY PROGRESSION

- 14.1 Increments will be awarded in accordance with the provisions of clause 19.
- 14.2 Language Instructors other than casual Language Instructors will progress from one salary level to the next salary level annually, up to the maximum salary level allowed, provided that their performance has been assessed as satisfactory.
- 14.3 Where a Language Instructor on a fixed term contract has their appointment renewed for a further term, the employee will be eligible for an incremental increase according to the agreed scale.
- 14.4 Employees will be entitled to apply for increased incremental remuneration on the basis of acquisition of additional relevant professional qualifications and experience.

15. HIGHER DUTIES

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

16. ANNUAL LEAVE

16.1 Entitlement

- (a) Full-time employees covered by this Schedule will accrue 20 days annual leave for each completed year of service, and on a pro-rata basis for part-time employees. There is no entitlement of annual leave for casual employees.
- (b) Ordinary salary will be paid for the period of annual leave plus an annual leave loading of 17.5% to a maximum equal to 17.5% of the Australian average weekly earnings for the September quarter of the previous year of accrual of leave.
- (c) On cessation of employment, the employee will receive payment in lieu of annual leave accrued but not taken, including pro-rata leave loading.

- (d) Fixed term employees are required to take all annual leave accrued prior to cessation of their employment contract, except where there has not been adequate opportunity for the employee to take the leave. Where, with approval, such leave is not taken due to operational requirements, payment in lieu of annual leave will be made on:
 - (i) resignation, or
 - (ii) completion of a contract.

The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

- (e) Annual leave will be exclusive of any public holidays that may occur during the annual leave period.

16.2 Application and Approval

- (a) Employees are encouraged to take 20 days annual leave annually. Leave will be granted with reference to the needs of GELI courses and programs, but as far as practicable, the preferences of the employee concerned will be taken into account when determining leave dates. Every effort will be made to grant annual leave in an unbroken period.

Any leave request will require the Director or nominee's approval.

- (b) Where an employee has accrued more than 40 days annual leave, the employee will be directed to take up to 25% of the total accrued leave.

16.3 Illness during Annual Leave

Employees who become ill during annual leave will be credited for periods of 3 days or more on submission of a medical certificate.

17. SICK LEAVE

17.1 Entitlement

- (a) This provision does not apply to casual employees.
- (b) Full-time employees shall be entitled to paid sick leave which will accrue at a rate of 10 days (72.5 hours) per annum.
- (c) Part-time employees shall be entitled to sick leave, with such entitlement calculated on a pro-rata basis.
- (d) Sick leave will continue to accumulate if not taken. No payment will be made in lieu of accumulated sick leave.
- (e) A staff member's sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.
- (f) Should an employee exhaust their entitlement to paid sick leave, the employee may be granted unpaid leave. Periods of unpaid sick leave of up to and including one month will accrue annual leave, sick leave and long service leave entitlement, but accrual will cease after this time.
- (g) A staff member who is absent through illness or injury for extended periods is entitled to apply for superannuation disablement benefits provided through Superannuation membership.

17.2 Taking Sick Leave

- (a) An employee absent from work through illness will notify the immediate supervisor as soon as practicable.
- (b) Only absences on working days will be debited from sick leave entitlement.
- (c) An employee who is absent due to illness for more than 3 days must provide a medical certificate from a recognised medical practitioner in support of the period of absence.
- (d) Where an employee has a proven pattern of recurring absences on sick leave the University may, in the event of future absences, require a medical certificate in respect of each period of sick leave for a period of 6 months thereafter.

18. PROBATION

- 18.1** All employees, other than casual employees, will be appointed on a probationary basis with the period of probation from a minimum of 3 months up to a maximum of 6 months.

For fixed term employees, the appointment will contain a probationary period of a minimum of 3 months, and up to a maximum period no greater than one-third of the contract period, but no more than 6 months.

- 18.2** Probationary reviews will be in accordance with the principles set out in the University's Policy and Procedures for Probation.

19. STAFF DEVELOPMENT AND REVIEW

Staff development and review arrangements assist employees, GELI and the University to achieve agreed objectives. The Staff development and review will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

20. MANAGING UNSATISFACTORY WORK PERFORMANCE

This clause only applies to employees in continuing and fixed term appointments. An employee who is subject to unsatisfactory performance processes may be represented at any meeting in relation to the matter by their nominated representative.

20.1 Preliminary Action and Counselling

- (a) Where a supervisor is of the view that the employee's performance is unsatisfactory, the supervisor and employee shall attempt to resolve the performance concerns through a counselling process. A Performance Improvement Plan (PIP), which may include support, training and development programs, and a reasonable timeframe, as developed in consultation with the employee at the time of discussion, will be provided to the employee to support improvement in the employee's performance.
- (b) The employee will be provided with copies of all documentation relating to the unsatisfactory performance and counselling and copies will be placed on the employee's file. The employee is entitled to provide a written response and this response will also be placed on the employee's file.
- (c) Where an employee's work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then formal action may commence.

20.2 Formal Action

- (a) The supervisor will discuss the matter of unsatisfactory performance with the Director and the Director, HR, or delegate, will be notified prior to taking any further steps.
- (b) The supervisor will provide the employee with a written statement setting out specific aspects of performance which are unsatisfactory and the improvements in performance which are required.

The supervisor will also specify a timeframe within which performance should improve and at the end of which a review will be held. The duration of the timeframe will be reasonable, having regard to the nature of the nominated performance shortcomings.

The supervisor will further specify any support and/or development activities to be made available during this period.

The employee has the right to respond to an assessment of unsatisfactory performance through a written response, which will be considered by the supervisor.

All documentation will be kept on file and a copy provided to the employee. Documentation will include the employee's response to the assessment of unsatisfactory work performance.

- (c) If the employee's performance is still regarded by the supervisor as unsatisfactory, normally at the end of the review period, the supervisor will submit a report through the Director to the Director, HR.

The report shall include copies of previous counselling's, written notifications, any statement(s) made by the employee and a clear statement of aspects of performance considered to be unsatisfactory. The Director may recommend one of the forms of disciplinary action as defined in this Agreement.

The supervisor will provide the employee a copy of the report at the time it is submitted to the Director, HR. The staff member will be entitled to 10 working days from receipt of the supervisor's report to submit a written response directly to the Director, HR.

20.3 Disciplinary Action

- (a) The Director, HR (or delegated authority) will review all documentation, including any written submissions made by the employee.
- (b) In the event that the Director, HR (or delegated authority) is of the view that disciplinary action is not warranted, or the appropriate feedback, counselling and opportunity to improve performance have not been given, the matter will be referred back to the Director with instructions, where relevant, to follow the process set out in this clause.
- (c) Where the Director, HR (or delegated authority) considers that disciplinary action is warranted they will inform the employee, supervisor and Director, in writing, of the decision and reasons for the decision regarding disciplinary action.
- (d) If the Director, HR (or delegate) determines to impose termination of employment, the employee or their nominated representative may refer to the matter to the Fair Work Commission.

20.4 The Fair Work Commission may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation.

20.5 If the conciliation process does not result in resolution of the dispute, the Fair Work Commission may arbitrate the dispute and make a determination which will be a decision for the purpose of Division 3 of Part 5.1 of the Act.

21. TERMINATION OF EMPLOYMENT AND RESIGNATION

21.1 Notice of termination by the University

- (a) Where employment is terminated for valid reasons, such as unsatisfactory performance, redundancy or ill health, the University will provide 8 weeks' notice.

For an employee who has been found to have engaged in serious misconduct, in accordance with the procedures in Misconduct clause of the Agreement, such that it would be unreasonable to require the University to continue the employment during the period of notice, the notice of termination will not apply.

- (b) Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Payment in lieu of notice will be calculated on the salary (including fortnightly paid allowances and loadings) the employee would have received at the date of ceasing employment, in respect of ordinary time should they have worked during the notice period.
- (c) The period of notice in this clause will not apply in the case of voluntary severance or redundancy.

21.2 Time off during the Notice Period

Where the University has given notice of termination to a staff member, the staff member will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the staff member after consultation with the staff member's supervisor.

21.3 Notice of Resignation by a Staff Member

- (a) The notice of resignation, including retirement, required to be given by an employee is the same as the notice of termination required of the University. Notice of resignation must be in writing.
- (b) Where an employee fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum of 2 weeks salary.

21.4 University Property

The University may withhold monies owing to the employee on termination until such time as keys, access cards and/or property of the university is returned.

21.5 Expiration of Fixed Term Contract

(a) Non-Renewal

An employee engaged in fixed term employment for a specific term or task who has in excess of 1 year's continuous service and whose contract is not renewed because:

- (i) the same or substantially the same duties are no longer required by the employer; or
- (ii) the duties continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

shall be entitled to 2 weeks pay for each completed year of continuous service up to a maximum of 8 weeks pay.

(b) **Notice of Non-Renewal**

An employee engaged in fixed term employment for a specific term or task will be provided with a written notice of the employer's intention to renew, or not renew, employment with the employer upon expiry of the contract. Such notice will be:

Period of Continuous Service	Period of Notice
Not more than 1 year	at least 1 week or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	at least 2 weeks or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	at least 3 weeks or the equivalent of a full pay period, whichever is the greater
5 years or over	at least 4 weeks or the equivalent of a full pay period whichever is the greater

In addition to this notice, an employee over the age of 45 years at the time of giving notice and with not less than 2 years continuous service shall be entitled to an additional week's notice.

22. REDUNDANCY

22.1 The provisions of this clause will not apply to casual or fixed term employees. Contiguous prior casual, fixed term service does not count as service for calculating redundancy pay and notice entitlements.

22.2 When the University proposes a significant change to work organisation, or proposes to introduce a change to the regular roster or ordinary hours of work of employees, consultation with affected employees and the Union will take place not later than the point at which the relevant University officer or body has made an in principle decision to propose a change which is likely to impact on employees. A reduction of 1 position in a structural change may not constitute significant change. Consultation shall occur in accordance with the Change Management clause of this Agreement. The University is committed to retaining the services of, and offering ongoing opportunities to existing employees. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and every effort will be undertaken to provide suitable alternative employment opportunities, having regard to qualifications and experience.

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

- (a) management initiated changes to the structure of GELI which significantly affect the duties of a position;
- (b) substantial decrease in student enrolment in GELI programs or courses;
- (c) decision to cease offering all or part of GELI programs or courses;
- (d) financial exigency in GELI; or
- (e) changes in technology or work methods;

which results in the work of the position, or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

22.4 Process for Nominations for Voluntary Redundancy

- (a) Once a definite decision is made that positions are surplus to requirements, the University will, wherever possible, manage the proposed reduction through a voluntary process by seeking nominations from employees for redundancy.
- (b) The arrangements for the voluntary nomination process will be notified to the affected employees and unions and include information about the numbers and classifications of surplus of positions, the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

- (c) The Relevant Senior Officer will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.
- (d) An employee whose nomination is accepted will be regarded as having elected for early separation and the redundancy benefits will be as set out in subclause 22.5.5. The staff member will be notified of the date of effect and redundancy benefits payable.

22.5 Position Redundancy Notification

Where a voluntary redundancy nomination process does not achieve the required reductions, or a voluntary redundancy nomination process was not undertaken, the University may declare a position or positions redundant. Each affected employee will be notified in writing that their position is redundant. This advice will constitute the official notification to the individual concerned that their position is being made redundant and is to include the following:

- (a) the reasons for termination;
- (b) timeframe over which the termination of employment is to occur;
- (c) options available to staff such as early separation, redeployment and retrenchment;
- (d) an indication of the redundancy benefit payable including annual and long service leave entitlements, where applicable.

22.5.1 Salary Rate

All redundancy payments will be calculated on the relevant salary rate of the employee's substantive position as at the date of cessation of employment.

22.5.2 Service Fraction

An employee who has worked different modes of employment on a continuous basis (e.g. full-time or part-time), will have the equivalent full-time years of service used in the calculation of their redundancy package.

For example, where an employee has served for 10 years, 8 years on a full-time basis and 2 years on a 50% part-time basis, this service will equate to 9 years full-time service.

The exception to this is that in the case of an employee who is on a reversible part-time appointment in accordance with the provisions of this Agreement as at the date of cessation of employment, the employee's substantive normal hours of work will apply for the duration of the current reversible part-time appointment.

22.5.3 Leave to Seek Employment

From the time a staff member receives notice that their position is redundant, they will be entitled to reasonable access to paid time to attend employment interviews, as determined by the Relevant Senior Officer.

22.5.4 Transition Period

A 12 week "transition period" will begin immediately upon written notification being given to the employee whose position is affected. By the expiration of 2 weeks from the beginning of the transition period, the employee must indicate to the University which of the following options they wish to choose:

- (a) to elect early separation and include the balance of the "transition period" in the employee's redundancy benefits. This option requires the agreement of the Director before proceeding, although this will not be unreasonably withheld;
- (b) to work out the remainder of the "transition period". The University reserves the right to agree to this option only if there is meaningful work still to fulfil. If not the University may elect to pay the remainder of the "transition period" in lieu of notice.

22.5.5 Early Separation

Where an employee elects early separation, the balance of the transition period plus the redundancy benefits will be paid on termination. Early separation is calculated as follows:

- (a) payment in lieu of salary for the unexpired portion of the twelve-week "transition period";
- (b) all accumulated annual leave and pro rata long service leave where recognised accumulation of credit is less than ten years, but more than five years; and

- (c) 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

Benefits received under early separation are in lieu of any notice period or other redundancy benefit.

22.6 Retrenchment

An employee who has been given written notice that their position has been made redundant may decide to work out the remainder of the transition period. The University reserves the right to agree to this option only if there is meaningful work still to fulfil; if not, the University may elect to pay the remainder of the 'transition period' in lieu of notice.

Where the employee has worked the 'transition period', the employee will be retrenched and be entitled to:

- (a) all accumulated annual leave and pro rata long service leave where recognised accumulation is more than 5 years; and
- (b) 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

For the purposes of retrenchment, the twelve-week "transition period" will count as the notice period.

22.7 Re-employment

Employee's who accept voluntary separation or are retrenched under this clause are ineligible for reemployment to casual, fixed term, or continuing positions for a period of 12 months from date of separation unless otherwise approved by the Director, HR.

23. PROFESSIONAL DEVELOPMENT

23.1 Employees undertaking study or professional development relevant to their employment will be entitled to support in accordance with the University's policy and procedures on educational assistance. Employees not participating in the performance review process may not be considered for such support.

23.2 Leave and support to attend conferences may be granted in accordance with the Institute's policy and subject to the availability of funds.

24. CANCELLATION OF COURSES

24.1 Casual employees engaged for a specific task or course may have their services terminated if the task or course is cancelled and no alternative task or course can be assigned. The University shall, as soon as practicable, provide notice to the employee in writing of its intention and shall also provide compensation where the employee can demonstrate loss or hardship as a result of the decision to cancel the course.

24.2 Demonstration of loss will necessitate producing evidence that the offer of another job has been foregone in accepting this offer.

24.3 Where the loss is demonstrated, a maximum of 1 week's pay may be granted and the employee will be given preference for a future course.

24.4 Where a course is cancelled:

- (a) within 2 days of the agreed commencement date; or
 - (b) at a time after the commencement date; and
 - (c) no alternative task or course can be assigned to the staff member,
- the University will pay the employee a minimum of 4 hours at the expected rate.

25. CLASS SIZE

25.1 Language class size will be in accordance with the ELICOS Standards. The ratio of Language Instructors to students in non-student visa classes will not normally exceed 1:20.

25.2 Where it is proposed to exceed this limit, the University will consult with the NTEU delegate.

26. LANGUAGE INSTRUCTORS STAFF CONSULTATIVE COMMITTEE

- 26.1** The Language Instructors Staff Consultative Committee (LISCC) monitors the implementation and application of this Schedule to the Agreement and acts as a forum for consultation on all matters affecting the employment of Language Instructors at Griffith English Language Institute.
- 26.2** The LISCC will have the following membership:
- (a) Up to three representatives of the University and/or GELI; and
 - (b) Up to three representatives of the NTEU.
- 26.3** The LISCC will determine its own procedure of operation and meetings of the LISCC will be convened at the request of any party. Normally at least 3 meetings of the LISCC will be held each calendar year.
- 26.4** NTEU staff representatives on the LISCC will be provided with appropriate release from duties to participate in the LISCC meetings and associated consultation and activities with Language Instructors.

Appendix 1 – Language Instructors Salary Rates

Level		March 2022	March 2023	March 2024	October 2024	March 2025
LAI.1	Language Instructors 1	64,489.35	67,713.81	69,745.23	71,140.13	72,918.64
LAI.2	Language Instructors 2	65,649.26	68,931.72	70,999.68	72,419.67	74,230.16
LAI.3	Language Instructors 3	67,974.74	71,373.48	73,514.69	74,984.98	76,859.60
LAI.4	Language Instructors 4	70,355.09	73,872.85	76,089.03	77,610.81	79,551.09
LAI.5	Language Instructors 5	74,054.30	77,757.01	80,089.72	81,691.52	83,733.81
LAI.6	Language Instructors 6	76,519.82	80,345.81	82,756.18	84,411.31	86,521.59
LAI.7	Language Instructors 7	78,989.11	82,938.56	85,426.72	87,135.26	89,313.64
LAI.8	Language Instructors 8	81,456.50	85,529.32	88,095.20	89,857.10	92,103.53
LAI.9	Language Instructors 9	84,171.76	88,380.35	91,031.76	92,852.40	95,173.71
LAI.10	Language Instructors 10	87,413.24	91,783.90	94,537.42	96,428.17	98,838.87
LAI.11	Language Instructors 11	90,489.64	95,014.12	97,864.55	99,821.84	102,317.39
LAI.12	Language Instructors 12	93,222.07	97,883.18	100,819.67	102,836.07	105,406.97
ADS.1	Assist Director 1	100,137.84	105,144.74	108,299.08	110,465.06	113,226.69
ADS.2	Assist Director 2	103,897.90	109,092.80	112,365.58	114,612.89	117,478.22
ADS.3	Assist Director 3	107,648.12	113,030.52	116,421.44	118,749.87	121,718.62
DRS.1	Director 1	111,406.23	116,976.55	120,485.84	122,895.56	125,967.95
DRS.2	Director 2	115,158.41	120,916.33	124,543.82	127,034.70	130,210.57
DRS.3	Director 3	118,914.53	124,860.26	128,606.06	131,178.19	134,457.64
Position of Responsibility Allowance (annual rate)						
	Level 1	1,683.54	1,767.72	1,820.75	1,857.16	1,903.59
	Level 2	3,366.59	3,534.92	3,640.96	3,713.78	3,806.62
	Level 3	5,049.78	5,302.27	5,461.34	5,570.56	5,709.82

Casual Language Instructors will be paid the rates as set out below in accordance with subclause 12.2 of this Schedule.

	March 2022	March 2023	March 2024	October 2024	March 2025
CIB2.1	86.77	91.11	93.84	95.72	98.11
CIB2.2	89.84	94.34	97.17	99.11	101.59
CIB2.3	92.99	97.64	100.57	102.58	105.14
CIB1.1	43.39	45.55	46.92	47.86	49.06
CIB1.2	44.92	47.17	48.58	49.55	50.79
CIB1.3	46.49	48.82	50.28	51.29	52.57

2 August 2023

Commissioner Yilmaz
Fair Work Commission
PO Box 1994, Melbourne
VICTORIA 3001

Dear Commissioner Yilmaz

Griffith University Academic Staff Enterprise Agreement 2023 – 2025 (AG2023/1994)

Griffith University provides the following undertakings under s.190 of the *Fair Work Act 2009* (Cth) in relation to the following clauses contained within the *Griffith University Academic Staff Enterprise Agreement 2023 – 2025*:

In relation to Casual Language Instructors engaged under Schedule 4 of the Agreement - Where the Educational Services (Post Secondary Education) Award provides a greater equivalent salary rate for casual teachers and tutor/instructors than the casual Language Instructors CIB1.1, CIB1.2 or CIB1.3 classification levels in the Agreement, the University will pay the casual award rates plus 1%, in order to address any inconsistency.

Yours sincerely



Professor Carolyn Evans
Vice Chancellor and President



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Griffith University
(AG2023/1994)

GRIFFITH UNIVERSITY ACADEMIC STAFF ENTERPRISE AGREEMENT 2023- 2025

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 9 AUGUST 2023

Application for approval of the Griffith University Academic Staff Enterprise Agreement 2023- 2025

[1] An application has been made for approval of an enterprise agreement known as the *Griffith University Academic Staff 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 Griffith University. The Agreement is a single enterprise agreement.

[2] 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.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] I observe that certain provisions of the Agreement concerning withholding of NES entitlement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 4.2 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.

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

[6] The Agreement is approved and in accordance with s.54, will operate from 16 August 2023. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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