



**ENTERPRISE AGREEMENT 2026**

# **Fair, balanced and sustainable**

Your guide to ACU's proposed  
enterprise agreement

# The key changes

The university has reached agreement with the Community and Public Sector Union and the National Tertiary Education Union on a new enterprise agreement called the *Australian Catholic University Staff Enterprise Agreement 2026 – 2029*. The joint bargaining team now invites employees to consider and vote on the proposed agreement.

The proposed agreement has retained many of the entitlements of our current enterprise agreement and features key changes and benefits in the table below. Many of the current agreement's entitlements have not changed; however, the university has restructured and reframed many of the provisions to clarify and simplify, making our new enterprise agreement easier to understand and to implement. Where changes are proposed, this document will assist in highlighting the change and why it is being proposed.

The table below outlines the key changes in the proposed agreement. Following the table, there is also a summary and explanation of each clause of the proposed agreement.

|                                                                  | EXISTING AGREEMENT                                                                                                                                                                                                         | NEW AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pay increases</b>                                             | <ul style="list-style-type: none"> <li>July 2022 – 2.2 percent</li> <li>1 Jan 2023 – 2.8 percent</li> <li>1 Jan 2024 – 3.75 percent</li> <li>1 Jan 2025 – 3.0 percent</li> </ul>                                           | <p>ACU is offering the following pay increases at the first full pay period after:</p> <ul style="list-style-type: none"> <li>01 June 2026: 3.35 percent</li> <li>30 June 2027: 3.5 percent</li> <li>30 June 2028: 3.5 percent</li> <li>30 June 2029: 3.5 percent</li> <li>1 October 2029: 1.15 percent</li> </ul> <p>This equates to a 15 percent wage increase by 1 October 2029. All increases will be back dated and paid in the first full pay period after the enterprise agreement is approved by the Fair Work Commission.</p>                                                                                                                                                                   |
| <b>Artificial Intelligence</b>                                   | No clause                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>A new Artificial Intelligence clause to ensure human oversight of the use of this technology and regular monitoring and reporting of its adoption of, and effects on ACU staff.</li> <li>Commitment to provide an annual update to the ACU Staff Consultative Committee on the adoption of AI system tools across the university.</li> <li>Update the definition of “Major Change” to include consultation on whether roles are changing due to the introduction or use of AI.</li> </ul>                                                                                                                                                                         |
| <b>Continued commitment to reducing reliance on casual staff</b> | Commitment to reduce the ratio of casual academic staff to ongoing and fixed-term staff; creation of new part-time, ongoing academic positions up to 85 FTE, with priority to existing sessional staff.                    | <ul style="list-style-type: none"> <li>Continued agreement to reduce the proportion of casual academic staff with a commitment to create 45 (headcount) new continuing academic roles over the life of the new enterprise agreement, with a priority given to ACU casuals in the first instance.</li> <li>Reduction of casual academic staff ratios to continuing and fixed-term staff to 29 percent in the first two years of the Agreement and 27 percent by the end of the Agreement in October 2029.</li> <li>Introduction of an employee-initiated casual conversion clause for casual academics and professionals after 6 months of continuous service with ACU.</li> </ul>                        |
| <b>Simplify flexible work provisions for all staff</b>           | <ul style="list-style-type: none"> <li>Eligibility for every staff member to a Flexible Working Arrangement (FWA).</li> <li>Introducing a new enshrined right to disconnect from work outside of working hours.</li> </ul> | <ul style="list-style-type: none"> <li>Continued commitment for all staff to have a FWA.</li> <li>Hybrid work is the norm for professional staff if an employee's role allows for it, and an application is made and approved by the employee's supervisor.</li> <li>New ability for teams to make group FWA applications.</li> <li>Commitment to ensure all FWA applications are responded to promptly – within 21 days.</li> <li>New review process where a decision regarding an FWA application is not made within 21 days, or the supervisor and the staff member cannot reach agreement on an FWA - The FWA application will be reviewed by a senior member of People &amp; Capability.</li> </ul> |
| <b>Disability Inclusion Action Plan</b>                          | No clause.                                                                                                                                                                                                                 | Commitment to developing and implementing a Disability Inclusion Action Plan by the end of the agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                                                                      | EXISTING AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                         | NEW AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <b>Increasing participation of Aboriginal and Torres Strait Islander Australians</b> | <ul style="list-style-type: none"> <li>Supporting an increase in representation of Aboriginal and Torres Strait Islander Australian peoples in our agreement to a target of 3.2 percent of the workforce.</li> <li>Equivalent to 77 FTE.</li> <li>10 extra days of paid cultural and ceremonial leave each year (non-accruing).</li> </ul>                                                                 | <ul style="list-style-type: none"> <li>Continued commitment to increase Aboriginal and Torres Strait Islander Peoples employment to 3.2 percent of the ACU workforce or 77 FTE.</li> <li>Creation of a standalone clause for Cultural and Ceremonial leave - decoupling any entitlement from personal leave entitlements.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Academic workload arrangements and pathways</b>                                   |                                                                                                                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>Significant revision and simplification of Academic Workload provisions.</li> <li>Change the term “Teaching” to “Education”</li> <li>Outer limits of teaching delivery hours reduced from 15 hours per week for all staff to 10 hours per week over 26 weeks for Education and Research Staff, and 11 hours per week over 30 weeks for education focused staff.</li> <li>Introduction of a new clause addressing academic pathways.</li> <li>Three new categories of academic pathway introduced: <ul style="list-style-type: none"> <li>Education and Research,</li> <li>Education Focused; and</li> <li>Research Focused</li> </ul> </li> <li>Research Only pathway to be used in a fixed-term capacity when funded via an external grant.</li> <li>Service/ leadership roles will be for a defined fixed-term period.</li> <li>In both Research Only and service/leadership pathways, the employee will be seconded and will retain their underlying position, i.e., Education and Research.</li> <li>Retain the discretion of the Executive Dean to change an Academic Pathway.</li> <li>Introduce a process for Academic Staff to apply for a change to their Academic Pathway based on objective criteria.</li> <li>Workload Allocation Committee rebadged as Workload Resolution Group.</li> <li>New process introduced for Academic Work Unit’s (either staff/union and/or Executive Dean) to raise proposed amendments with regards to the application of the policy to the Executive Dean. Consultation to be facilitated by the Executive Dean as is applicable, and proposal will be forwarded to the Workload Resolution Group for final agreement.</li> <li>Significant revision and simplification of the Academic Workload Clause for clarity and to remove duplicate drafting.</li> <li>Current Academic Workload Policy continues to apply until there is agreement by ACU and the NTEU to make changes.</li> </ul> |
| <b>Enhanced leave entitlements</b>                                                   | <ul style="list-style-type: none"> <li>10 paid leave days for staff experiencing domestic violence</li> <li>5 days of paid community service leave</li> <li>15 cumulative days of personal leave, with 10 additional days of non-cumulative personal leave for miscarriage, gender affirmation or for Aboriginal and Torres Strait Islander staff to attend to cultural and ceremonial matters.</li> </ul> | <ul style="list-style-type: none"> <li>20 days of paid leave for staff experiencing family or domestic violence. A doubling of the entitlement by providing an additional 10 days.</li> <li>10 days of paid community service leave. A doubling of the entitlement by providing an additional 5 days.</li> <li>Expanded personal leave reasons including personal illness or injury (including chronic illness), attending a medical or diagnostic appointment, attending a reproductive health matter and carer’s leave.</li> <li>Increase from additional non-cumulative leave of up to 10 days to 12 days within a 12-month period for specific circumstances such as personal illness or injury (including chronic illness), attending to a reproductive health matter and carer’s leave.</li> <li>A further 12 days of non-cumulative leave within a 12-month period if the employee is going through gender affirmation.</li> <li>Explicit provisions for casual employees’ entitlement to long service leave.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                      | EXISTING AGREEMENT                                                                                                                                                                                                                                                                     | NEW AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Enhanced parental leave entitlements</b>          | <ul style="list-style-type: none"> <li>• 12 weeks of paid primary carer parental leave for staff who have 52 to 104 weeks of service with ACU.</li> <li>• 3 weeks of paid non-primary carer leave.</li> <li>• Limit on access and use of paid primary carer parental leave.</li> </ul> | <ul style="list-style-type: none"> <li>• An increase from 12 to 26 weeks of paid primary carer parental leave for staff who have 52 to 104 weeks of service with ACU.</li> <li>• An increase from 3 to 6 weeks paid leave for non-primary carer leave.</li> <li>• Increased flexibility to use primary carer paid parental leave to facilitate a phased return to work.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Increasing benefits for union representatives</b> | 40 percent time release each week for each Branch President of the CPSU and NTEU to perform union-related duties.                                                                                                                                                                      | <ul style="list-style-type: none"> <li>• Increase to 50 percent time release each week for each Branch President of the CPSU and NTEU to perform union-related duties.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Enhanced change management provisions</b>         |                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>• A staff member who has been redeployed once cannot later have their employment ended because of involuntary redundancy, during the agreement's 3-year term; the staff member is guaranteed redeployment.</li> <li>• Requirement to provide information about gender impact enshrined in agreement.</li> <li>• Enshrining voluntary redundancy as an option before involuntary redundancy.</li> <li>• Post-implementation review of the change plan, including feedback from directly affected staff and specific consideration of workload impacts.</li> <li>• A new appeals mechanism will be introduced for staff whose role is made redundant.</li> <li>• Reporting line changes will not be classified as a major change in the new agreement.</li> <li>• The introduction of AI systems will be a potential trigger for workplace change processes.</li> </ul> |
| <b>Simplification and clarification</b>              | The current agreement includes wording that is outdated, ambiguous, and confusing. The order of clauses is not logical and doesn't flow easily.                                                                                                                                        | <ul style="list-style-type: none"> <li>• The proposed new agreement includes revised wording to provide clarity and simplification and reorders provisions to provide a more sensical flow throughout the agreement.</li> <li>• Removal of the majority of references to policies by including relevant information about entitlements in the proposed new agreement.</li> <li>• Removal of duplicate clauses.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

# Summary and explanation of clauses

The Australian Catholic University Staff Enterprise Agreement 2026 – 2029 is called the **proposed new agreement**. The agreement it is replacing is the Australian Catholic University Staff Enterprise Agreement 2022-2025 – which is called the **2022 agreement**.

## SECTION 1

## AGREEMENT ARRANGEMENTS

### 1.1 Title

This clause updates the title of the proposed new agreement to the *Australian Catholic University Staff Enterprise Agreement 2026-2029*.

### 1.2 Agreement Arrangement

This clause lists all the clauses and schedules of the proposed new agreement. Page numbers for each clause of the proposed new agreement are also included.

### 1.3 Interpretation

New subclause to assist with consistent interpretation and application of Agreement terms.

### 1.4 Definitions

This clause lists several definitions of terms which are contained in the proposed new agreement, including:

- *Academic staff member, Professional staff member, Casual staff member*
- *Act (Fair Work Act 2009)*
- *AI system*
- *Agreement*
- *Afternoon shift, Broken shift, Night shift, Ordinary time shift*
- *Chief People Officer, Member of the Senior Executive, Member of the Executive, Vice-Chancellor and President*
- *Consultation*
- *Continuous service*
- *Disciplinary action*
- *Employee Representative*
- *FWA (Flexible Working Arrangement)*
- *Gender affirmation*
- *Holiday, University holiday*
- *Immediate family*
- *Minimum Engagement Period*
- *Misconduct, Serious misconduct*
- *Modern Award*
- *NES (National Employment Standards)*
- *Ordinary rate, Ordinary rate per hour*
- *Paid service*
- *Proof of illness*
- *Protected employee*

- *Public holiday*
- *Redundancy, Retrenchment*
- *Reproductive health issues*
- *Salary*
- *Union*
- *University*
- *Year of service*

The following changes are proposed:

- Updated wording - for compliance and clarity;
- Added - definitions for AI, modern award and reproductive health issues;
- Removed – reference to Unattached Staff (policy has been repealed), and Staff Observer (covered by policy);
- Relocated - definitions relating to workplace change and to shift work have been relocated to their respective clauses elsewhere in the agreement.
- Relocated – from 1.3 of the 2022 agreement.

### **1.5 Application of Agreement**

This clause identifies who the proposed new agreement covers. In addition, this clause lists persons who are not covered by the proposed new agreement.

Reference to non-employees and independent contractors has been removed.

### **1.6 Duration of Agreement**

This clause identifies the duration of the proposed new agreement and the timeframe for commencing negotiations for a replacement agreement. The proposed new agreement will nominally expire on 1 October 2029, and the parties will meet 3 months before this expiry date to commence negotiations on a new enterprise agreement.

### **1.7 Relationship with NES, Awards and Certified Agreements**

This clause provides for the proposed new agreement to replace the 2022 agreement.

This clause also provides for the proposed new agreement to operate to the exclusion of all other agreements and awards that would otherwise apply to academic staff, professional staff and teachers, and to operate in conjunction with the National Employment Standards of the Fair Work Act.

This clause now incorporates the former sub-section 1.9 (Relationship to University Policies) for consolidation and clarity.

### **1.8 Availability of Agreement**

This clause provides that the proposed new agreement will be made accessible to all staff digitally. It has been relocated from 1.11 of the 2022 agreement.

### **1.9 Intellectual Freedom**

This clause comprehensively sets out the university's commitment to, and protection of, intellectual freedom.

This clause has not changed; however, it has been relocated from 1.10 of the 2022 agreement.

### **1.10 Dispute Settlement Procedure**

This clause provides a process to respond to disputes regarding the application of any provision of the proposed new agreement or in relation to the National Employment Standards set out in the Fair Work Act. Key stages of the process are:

- Notification of a dispute.
- Conferring in an attempt to resolve the dispute.
- Discussions with more senior representatives who have the authority to reach agreement on an approach to resolution.
- Referral of the dispute to the Fair Work Commission.

Wording has been simplified, but the process remains the same as in the 2022 agreement. It has been relocated from 1.12 of the 2022 agreement.

### **1.11 Principles of Consultation at ACU**

This clause sets out arrangements for consultation directly with staff and through the ACU Staff Consultative Committee (ACUSCC). It explains the composition, operation, and role of ACUSCC including matters which the university will report to ACUSCC.

The clause includes a commitment by the university to consult in a proactive, transparent and constructive manner in relation to change that affect staff employment or working conditions.

The proposed clause now includes an obligation to report AI use to ACUSCC; and allows the CPO to appoint a nominee to sit on the ACUSCC in their stead.

It has been relocated from 1.13 of the 2022 agreement.

### **1.12 Union Rights**

This clause sets out arrangements for the following for the ACU Branch of the CPSU and NTEU:

- Rights of workplace delegates – in line with the Fair Work Act.
- Union facilities and representational rights – union office, access to email, internet and intranet.
- Union communications – access to the staff directory and ability to send union-related emails and broadcasts to university staff.
- Union Activities – 50 percent time release for CPSU and NTEU Branch Presidents and; reasonable time release for elected committee members to conduct union business; up to 5 paid union members meetings of up to 1 hour during work time; provision of staff lists.
- Trade Union Leave – relocated from clause 3.12 of the 2022 agreement in the interests of clarity and consolidation. Union delegates are entitled to up to 7 days of leave each calendar year to attend union courses or meetings.

It has been relocated from 1.15 of the 2022 agreement.

### **Objectives of the Agreement – Removed from proposed agreement**

This clause previously outlined the objectives of the Agreement. Including consistency with the Fair Work Act 2009, meeting external regulatory and quality assurance requirements including for funding, enabling the implementation of the university mission, Strategic Plans and priorities, enhancing employment satisfaction and security, and facilitating long term benefits for stakeholders.

This clause was largely aspirational statements and provided no entitlements. Where necessary, references and commitments are picked up in other clauses throughout the proposed new agreement.

## **Participation in University Processes – Removed from proposed agreement**

This clause previously outlined the arrangements applicable to the appointment of staff, who participate in committees or processes established under the Agreement, as members or observers.

Staff observers are already governed by policy and by the Terms of Reference of committees. There is no need to include it in the Agreement as it is not an entitlement.

### **SECTION 2**

### **EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

#### **2.1 Requirement to State Terms of Engagement**

This clause sets out the information that the university will provide within an instrument of appointment.

This clause has been relocated from 6.6 in the 2022 agreement but is otherwise unchanged.

#### **2.2 Employment Types**

This clause defines, and outlines arrangements applicable to, the following employment types used by the university to employ staff:

- (a) Full-time employment
- (b) Part-time employment
- (c) Fractional employment

This clause has been relocated from 6.5 in the 2022 agreement.

The clause is unchanged from the 2022 agreement, except for:

- Removal of the employment type “sessional”; and
- Relocation of the casual employment wording to the consolidated Casual Employment sub-clause later in Section 2.

#### **2.3 Employment Categories**

This clause applies to full-time, part-time and fractional employment and defines and outlines arrangements applicable to the following categories of employment:

- (a) Continuing employment.
- (b) Fixed-term employment, which is for a specified term or ascertainable period in line with recent changes to the Fair Work Act and Modern Awards. The clause includes arrangements for:
  - (i) limitations of the use of fixed-term employment to work activity that can be described as specific task or project, research, replacement employee, recent professional practice required, pre-retirement contact, employment subsidiary to studentship, new organizational unit.
  - (ii) requirements to provide written notice of intention to renew or not to renew employment prior to the expiry of the fixed term contract.
  - (iii) arrangements for severance pay when employment is not renewed.
  - (iv) arrangements for conversion from fixed-term to continuing employment.

This clause has been relocated from 6.7 in the 2022 agreement. Wording has been revised for simplification.

The following fixed-term categories that are not to be found in either the Modern Award or the Act have been removed:

- Disbanded Organisational Unit
- Post Retirement Contract
- Other Category of Fixed-Term Employment

## **2.4 Casual Employment**

This clause consolidates clauses 6.5, 2.2, and 2.3 of the 2022 agreement to provide a comprehensive overview of Casual Employment. Reference to Sessional employment has been removed. The casual loading of 25 percent that applies to casual employment has been retained in the proposed new agreement.

The formulae and descriptors for rates of pay for academic staff employed on a casual basis have been retained and are explained in the clause and provided in Schedule 2.

The existing limits on the use of casual employment continue to apply.

Minimum engagement periods for casual staff remain unchanged.

## **2.5 Casual Employees – Conversion to Permanent Employment**

This clause articulates pathways for conversion of casual staff to continuing employment via both the National Employment Standards and the Agreement. The percentage of casual academic employees will be reduced incrementally to 27 percent over the life of the proposed new agreement.

This clause has been relocated from 6.8 in the 2022 agreement. Wording has been revised for simplification.

## **2.6 Aboriginal and Torres Strait Islander Peoples Employment**

This clause has been relocated from 6.2 in the 2022 agreement and incorporates the former clause 2.14 in the interests of consolidation and clarity.

The university will maintain and increase the number of Aboriginal and Torres Strait Islander staff employed by the university to 77 FTE (excluding casual staff) or 3.2 percent of the workforce during the nominal life of the Agreement. There is also a commitment to increasing the number of identified positions for Aboriginal and Torres Strait Islander staff from 30 to 40 continuing positions.

The Aboriginal and Torres Strait Islander Peoples Languages Allowances have been updated and will increase in line with salary increases over the life of the new agreement.

## **2.7 Transfers**

This clause sets out arrangements for the transfer of staff to another position initiated by the university or the staff member.

This clause has been relocated from 6.11 in the 2022 agreement but is otherwise unchanged.

## **GENERAL PRINCIPLES – Removed from proposed Agreement**

This clause provided no entitlements, rather aspirational statements.

### 3.1 Academic Staff Position Classifications

This clause provides information about the application of Minimum Standards for Academic Levels (MSALs) for academic staff within Schedule 4 Part A of the proposed new agreement.

This clause has been relocated from 6.4 of the 2022 agreement but is otherwise unchanged.

### 3.2 Professional Staff Position Classifications

This clause provides information about the application of Professional Staff Position Classifications (DWM descriptors) within Schedule 4 Part B of the proposed new agreement.

The clause sets out the process for a review of the classification of a position, including the composition and role of the Professional Staff Classification Review Panel and the Classification Review Committee.

This clause has been relocated from 6.4 of the 2022 agreement. The wording has been revised and simplified, but the substance of the clause remains unchanged.

### 3.3 Salaries

This clause provides for salary increases under the proposed new agreement as follows:

- (a) The university will pay the following increases on the minimum salaries for employees who are covered by the Agreement as set out in the Schedules as applicable:
  - (i) **3.35 percent** effective from the beginning of the first full pay period commencing on or after 1 June 2026;
  - (ii) **3.5 percent** effective from the beginning of the first full pay period commencing on or after 30 June 2027.
  - (iii) **3.5 percent** effective from the beginning of the first full pay period commencing on or after 30 June 2028;
  - (iv) **3.5 percent** effective from the beginning of the first full pay period commencing on or after 30 June 2029; and
  - (v) **1.15 percent** effective from the beginning of the first full pay period commencing on or after 1 October 2029.

**Note:** Backdating the initial 3.35 percent salary increase to 1 June 2026 is dependent on a majority of staff voting in favour of the new agreement, and it will take effect once the Fair Work Commission has given its final approval.

The rates of pay are set out in Schedules 1 (academic and professional staff), 2 (casual academic staff) and 5 (teachers) of the proposed new agreement.

This clause has been relocated from 2.1 of the 2022 agreement.

### 3.4 Payment of Salaries

This clause sets out arrangements for payment of salaries including arrangements for deductions and underpayments

This clause has been relocated from 2.5 of the 2022 agreement. The wording has been simplified and reference to procedures that are a matter of law have been removed (all employers must follow these, so they are not unique to our Agreement).

### **3.5 Annual Leave Loading**

This clause sets out arrangements for the payment of a 17.5% annual leave loading on a payday in December.

The wording of this clause has been updated to ensure its application is clear, and it has been relocated from 2.6 of the 2022 agreement.

### **3.6 Incremental Progression**

This clause outlines the arrangements for staff to achieve progression to the next point on an incremental scale of the salaries following each twelve (12) months of paid service and in accordance with the university's policy and procedures for Incremental Progression.

This clause has been relocated from 4.4 of the 2022 agreement. The wording has been simplified, and reference to policy has been removed, as all entitlements are captured in the proposed new agreement.

### **3.7 Supported Wage and Traineeships**

The clause facilitates the employment of eligible persons under the Commonwealth Government's Supported Wage Arrangement or under a Traineeship Agreement registered with the relevant State Authority.

The wording of this clause is unchanged; however, it has been relocated from 2.4 of the 2022 agreement.

### **3.8 Superannuation**

This clause sets out the superannuation entitlements for staff who are covered by the proposed new agreement. Continuing and fixed-term staff continue to be entitled to an employer superannuation contribution equal to 17 percent of their salary including payments in lieu of annual and long service leave.

The wording of this clause is unchanged; however, it has been relocated from 2.9 of the 2022 agreement.

### **3.9 Reimbursement of Expenses**

This clause sets out arrangements for staff to receive reimbursement for reasonable work-related expenses, including travel and travel-related costs.

The wording of this clause has been updated to remove reference to policy, and it has been relocated from 2.10 of the 2022 agreement.

### **3.10 Allowances**

This proposed clause consolidates the First Aid, Meal Allowance During Overtime for Professional Staff, and Higher Duties allowances which were previously clauses 2.11 to 2.13 of the 2022 agreement.

The Aboriginal and Torres Strait Islander Peoples Language Allowance that was previously clause 2.14 of the 2022 agreement has been relocated to clause 2.6 – Aboriginal and Torres Strait Islander Peoples Employment of this proposed new agreement.

A new Schedule 3 is proposed to detail the value of the various allowances. Allowances will not be pro-rated for part-time employees. Unless otherwise stated in Schedule 3, allowances will increase in line with the salary increases proposed in clause 3.3 of the new agreement.

## **Salary Flexibility – Removed from proposed Agreement**

This clause explained that the university had discretion to pay salary rates in excess of those prescribed by the agreement to attract and/or retain staff.

The university always has this right, so there is unnecessary to include it in the agreement.

## **Salary Packaging – Removed from proposed Agreement**

This clause facilitated salary packaging arrangements for staff who wished to enter into such arrangements.

Salary packaging is not an employee's entitlement per se and is captured in ACU policy, so it is unnecessary to include it in the proposed agreement.

## **SECTION 4**

## **HOURS OF WORK AND RELATED MATTERS**

### **4.1 Work-life Arrangements**

This clause has been significantly enhanced in the proposed new agreement. It includes:

- An express provision that every staff member is entitled to a flexible work arrangement.
- Acknowledgment that hybrid work is the norm for academic employees.
- Acknowledgement that while hybrid work is the norm for professional employees, professional staff must request hybrid work via a flexible work arrangement application.
- A clear process to guide flexible work arrangement applications.
- A commitment that all flexible work arrangement applications will be responded to within 21 working days.
- The opportunity for individual employees or work groups to request a review of the supervisor's decision regarding a flexible work arrangement.

This clause also details employees' right to disconnect from work outside of working hours.

The clause builds upon 5.1 of the 2022 agreement.

### **4.2 Working Arrangements – Academic Staff**

This clause has been significantly revised and simplified in the proposed new agreement. The revisions include:

- Updating the term "Teaching" to "Education".
- Streamlining the number of Academic Career Pathways to Education and Research, Education Focused and Research Focused and introducing the ability for staff to apply to change their Academic Career Pathway.
- Reducing the outer limits of teaching delivery hours from 15 to 10 hours per week over 26 weeks for Education and Research Focused staff, and to 11 hours per week over 30 weeks for Education Focused staff.
- Significant simplification of Academic Workload provisions including a new process for proposed amendments to Academic Workload Units to be raised by either employees, the NTEU and/or the university with consultation on the change facilitated by the Executive Dean or their nominee and considered by the Workload Resolution Group.
- Additional details about the role of the Workload Resolution Group and the regularity of meetings

(previously the Workload Allocation Committee).

- A commitment that the Current Academic Workload Policy will continue to apply until there is agreement by the university and the NTEU to make changes.
- Further limits to the time academic employees will not be required to teach on weekdays - prior to 8:00 am or after 9:00 pm.

This clause builds upon 5.2 of the 2022 agreement.

#### **4.3 Working Arrangements – Professional Staff**

This clause sets out working arrangements and working hours for professional staff including arrangements for shift work, overtime and on-call arrangements. Where possible, the wording of the clause has been updated for clarity by incorporating information that was outlined in policy.

The clause is otherwise unchanged from 5.3 of the 2022 agreement.

#### **Principles of Job Redesign, Flexibility and Skills Enhancement for Professional Staff – Removed from proposed Agreement**

This clause previously set out the expectation that all professional staff would actively engage in any process of job redesign and accept role flexibility accompanied by the skills enhancement needed to support their career development and necessary to accommodate the university's changing needs. Elements of this clause have been included in newly redrafted clauses in Section 6.

### **SECTION 5**

### **PROVIDING FOR LEAVE**

#### **5.1 Application of Leave Provisions to Full-Time, Fractional and Part-Time Staff Members**

This clause explains that leave entitlements apply to full-time, fractional, and part-time staff in accordance with their employment fraction and university procedures.

The wording of this clause is unchanged; however, it has been relocated from 3.1 of the 2022 agreement.

#### **5.2 Recreation Leave**

The Recreation Leave clause includes arrangements for annual leave, university holidays and public holidays. Wording has been added to clarify the application of entitlements and reference to policy and fractional staff annual leave direction in addition to work hours have been removed.

There has been no change to entitlements provided in the clause, however it has been relocated from 3.11 of the 2022 agreement.

#### **5.3 Personal Leave**

Personal Leave includes carers leave, sick leave and grandparents leave. The clause in the proposed new agreement retains the existing entitlement of 20 days per annum with 15 days being cumulative subject to use in the previous year.

The proposed new agreement includes the following enhancements for personal leave:

- The ability to access personal leave to attend medical appointments.
- Increase additional leave from up to 10 days to 12 days within a 12-month period for specific circumstances such as personal illness or injury (including chronic illness), attending to a reproductive

health matter and carers leave.

- A further 12 days within a 12-month period if the employee is going through gender affirmation.

The clause elaborates on the reasons for the use of personal leave and simplifies the wording of sick leave and evidence requirements. It has been relocated from 3.10 in the 2022 agreement.

#### **5.4 Parental Leave**

This clause has been re-written to provide greater flexibility and clarity in relation to the entitlements and arrangements for paid and unpaid parental leave associated with the birth, adoptions and permanent placement of a child.

Parental leave entitlements have been enhanced as follows:

- 26 weeks of paid primary carer leave for employees who have been employed at ACU between 52 and 104 weeks (up from 12 weeks in the 2022 agreement).
- Non-primary carer paid leave increased from 3 to 6 weeks.
- Explicit acknowledgment that paid parental leave may be used to facilitate a phased return to work.

All other parental leave entitlements from the 2022 agreement have been maintained, which in some cases are more generous than the entitlements provided in the Fair Work Act.

The clause has been relocated from 3.9 in the 2022 agreement.

#### **5.5 Long Service Leave**

This clause sets out staff entitlements to long service leave. The wording of this clause has been re-drafted to ensure clarity in relation to the entitlements for continuing and fixed-term staff and the arrangements for planning and taking long service leave.

A proposed new clause addresses casual employees' entitlement to long service leave.

There has been no change to entitlements provided in the clause; however, it has been relocated from 3.8 of the 2022 agreement.

#### **5.6 Community Service Leave**

This clause describes the arrangements for Community Services Leave for civic duties. The amount of paid community service leave days is increased to 10 days (paid) for continuing and fixed-term staff, and 10 Days (unpaid) for casual staff in the proposed new agreement.

Community Service Leave may now be accessed to participate in activities related to the mission of the university.

Provisions that were previously in policy have been incorporated into the Agreement regarding:

- Emergency services leave
- Jury service leave
- Reimbursement
- Re-crediting of leave where Community Service Leave is taken while on a period of approved paid leave (e.g. Annual Leave).

This clause has been relocated from 3.3 of the 2022 agreement.

#### **5.7 Australian Defence Force Reserves Leave**

This clause sets out entitlements to paid leave for staff who serve in the Australian Defence Forces Reserves.

Wording has been simplified and reference to policy has been removed. There has been no change to entitlements provided in the clause; however, it has been relocated from 3.2 of the 2022 agreement.

### **5.8 Aboriginal and Torres Strait Islander Cultural and Ceremonial Leave**

This is a new clause which takes the existing entitlements out of personal leave creating a standalone category of leave and includes entitlements currently found in Policy and places them in the Agreement.

The clause provides for an entitlement of 10 Days (paid) leave per calendar leave to participate in cultural and ceremonial activities including significant events (e.g. NAIDOC Week); undertaking a Welcome to Country; sorry business; smoking or cleansing ceremonies; sacred site or land; sea and sky ceremonies; initiation, birthing and naming; and Native Title/cultural heritage meetings.

If Cultural and Ceremonial Leave is exhausted, staff may access Personal Leave or Extraordinary Leave as appropriate.

### **5.9 Compassionate Leave**

This clause describes arrangements for Compassionate Leave. Wording has been added to clarify the application of entitlements, and the reference to policy has been removed.

There has been no change to entitlements provided in the clause; however, it has been relocated from 3.4 of the 2022 agreement.

### **5.10 Provisions to Support the Victims of Family, Domestic or Intimate Partner Violence**

The entitlement of 10 days of Family or Domestic or Intimate Partner Violence Leave has been increased to 20 days of paid leave in the proposed new agreement.

The clause reflects that Family & Domestic Violence Leave:

- is not pro-rated for part-time employees (i.e., they receive the full 20 days);
- is available in full, from the start of each 12-month period; and
- any untaken leave does not accumulate from year-to-year.

This clause has been relocated from 3.5 of the 2022 agreement.

### **5.11 Leave Without Pay**

This clause provides for Leave without Pay.

Reference to the Policy has been removed. Otherwise, this clause is unchanged and has been relocated from 3.7 of the 2022 agreement.

### **5.12 Extraordinary Leave**

This clause provides for leave in extraordinary circumstances where a staff member has exhausted other available leave types under the Agreement.

This clause is unchanged and has been relocated from 3.6 of the 2022 agreement.

### **Workers' Compensation Leave – Removed from proposed Agreement**

This clause sets out information about leave for work-related injury causing incapacity as it relates to workers' compensation. This is an outdated clause.

Workers' Compensation is a matter of law, and the legislation in each state and territory already provides for all workers' compensation entitlement. There is no need for ACU to duplicate it in the Agreement.

## **SECTION 6**

## **PERFORMANCE DEVELOPMENT AND MANAGEMENT**

### **6.1 Induction**

This clause requires all staff to participate in the university's induction program and provides for casual employees to receive appropriate payment for participation.

This clause was previously 4.3 in the 2022 agreement.

### **6.2 Probationary Employment**

This clause sets out the arrangements that apply to probation for non-casual academic and professional staff. In the proposed new agreement, the maximum probation period for professional employees continues to be 6 months and for academic employees continues to be 3 years.

The clause also introduces the ability for the university to extend a professional employee's probation by 3 months if the employee has had unplanned absences of more than 20 days and has been absent to the extent that it has not been possible to assess their performance or raise performance concerns during their initial probationary period.

The wording of the clause has been updated for clarity and simplified to ensure the procedures that apply to probation including the requirement for probation reviews and the process that must be followed prior to a decision to terminate employment during probation are clear.

This clause was previously 6.10 in the 2022 agreement.

### **6.3 Investing in Employee Professional Development**

This clause outlines the investment by the university in professional development programs designed to enhance the capabilities and performance of employees.

This clause was previously 4.1.1.3 in the 2022 agreement.

### **6.4 Study Time and Financial Assistance to Support Study**

This clause provides entitlements for academic and professional staff to receive financial assistance and/or study time to undertake further education courses.

The wording of this clause has been updated to remove the reference to policy; however, the entitlements have not changed. This clause was previously 4.2 in the 2022 agreement.

### **6.5 Benefits for Academic Staff**

This clause sets out commitments in relation to academic promotions, research awards following parental leave, and childcare support for academic staff.

The wording of this clause has not changed; however, it has been relocated from 4.6 in the 2022 agreement.

## **6.6 Ongoing Professional Development for All Employees**

This is a new clause which details the ongoing professional development meetings that all continuing and fixed-term employees and their supervisors will participate in (on at least an annual basis) to ensure regular feedback is provided to employees about their performance. There is an expectation that supervisors will deal promptly and fairly with any issues relating to an employee's performance in line with this clause before initiating a process to manage unsatisfactory performance.

This clause incorporates content from 4.1.1.2 and 4.7.2 of the 2022 agreement.

## **6.7 Performance Management, Discipline and Termination Provisions**

This is a new clause to explicitly acknowledge that the provisions of the proposed new agreement are a complete code to address un satisfactory performance, misconduct or serious misconduct, and that all decisions to discipline an employee or terminate their employment must be in accordance with the proposed new agreement.

## **6.8 Managing Unsatisfactory Staff Performance**

This clause sets out the procedures for managing unsatisfactory performance. The wording of the clause has been updated for clarity and simplified to ensure that the procedures that apply regarding the use of Performance Improvement Plans and the process thereafter where performance has not improved to the required standard are clear.

The clause includes the process that must be followed prior to disciplinary action for unsatisfactory performance and provides for a review process if the staff member believes that fair and proper procedures have not been followed.

This clause was previously 4.8 in the 2022 agreement.

## **6.9 Action to Address Misconduct or Serious Misconduct**

This clause details processes for the university to take disciplinary action (as defined and including termination of employment) in relation to misconduct or serious misconduct. The wording of the clause has been updated to incorporate references to gender-based violence allegations and to provide greater clarity about the procedures applying to allegations, suspension and proposed disciplinary action.

This clause was previously outlined at 7.2 in the 2022 agreement.

## **6.10 Managing Ill-Health**

This clause sets out the procedures for medical assessment where there is a reasonable concern regarding an employee's capacity to perform the inherent requirements of their position. It also includes procedures for termination of employment for medical ill-health. The wording of the clause has been updated for clarity by incorporating information that was outlined in policy.

This clause was previously 7.3 in the 2022 agreement.

**7.1 Principles**

This clause acknowledges that change will occur as the university evolves over time and the university's commitment to its staff to provide security of employment.

Minor updates have been made to the wording of the clause for simplification. This clause was previously 8.1 in the 2022 agreement.

**7.2 Job Security**

This clause builds on the commitment made in the 2022 agreement to explore natural attrition and voluntary measures to reduce the size of the university's workforce.

The proposed new agreement enshrines a commitment that a staff member who has been redeployed once cannot later have their employment ended because of involuntary redundancy, during the nominal life of the Agreement – the staff member is guaranteed redeployment.

This clause was previously 8.2 in the 2022 agreement.

**7.3 Changes to Rosters or Hours of Work**

This clause sets out the process for the university to consult with staff if their regular rosters or ordinary hours of work are affected by a proposed change.

The clause is substantially unchanged from 8.3 of the 2022 agreement.

**7.4 Major Change**

This clause outlines the process by which major change is managed by the university. It includes a commitment to consult with directly affected staff informally when major change is contemplated and before the development of a draft change management plan. It also includes the information that will be included within a Draft Change Management Plan, and the steps leading to the approval of the Final Change Management Plan and its implementation. The proposed new agreement also includes a requirement for a post-implementation review of the change plan, including feedback from directly affected staff.

The definition of "significant effects" that was previously in clause 1.3 of the 2022 agreement has been relocated to this clause in the proposed new agreement. There has been no substantive change, save for the inclusion of the introduction of Artificial Intelligence systems as a potential trigger for major change.

There will be a new requirement to issue the draft change proposal before meeting with affected employees. This meeting must take place within 5 days of the DCP release.

Affected staff will now be given the opportunity to suggest alternatives to mitigate proposed job losses including internal transfers, early retirement, or voluntary redundancy.

The information built upon in this clause was previously 8.4 in the 2022 agreement.

**7.5 Notice of Redundancy**

This is a new clause within the proposed new agreement but contains information about arrangements for the formal notification of redundancy previously within the 2022 agreement.

The proposed clause makes it clear that staff whose role has been made redundant have a choice between:

- Redeployment
- Redundancy
- Review

This new clause also incorporates the Notice Period from 8.6 of the 2022 agreement with no change to entitlements.

**7.6     Redeployment**

This clause enshrines the university’s commitment and process to redeploy or relocate a staff member affected by change to a suitable position. The clause provides for salary maintenance for 12 months or 18 months for professional staff whose substantive position is HEW7 or above or HEW6 or below, respectively, in circumstances where a staff member is redeployed to a position classified at a lower level and/or fraction than the position made redundant.

The proposed new agreement requires that, following the period of salary maintenance, the staff member will be entitled to payment at the top increment of the classification of the redeployment position.

This clause is substantially unchanged from 8.7 of the 2022 agreement.

**7.7     Calculation of Severance Payments**

The clause includes the details of severance payments which will apply where the university is unable to redeploy, transfer, or relocate a staff member whose position is made redundant.

The clause is unchanged from 8.8 of the 2022 agreement.

**7.8     Voluntary Early Retirement**

This clause outlines arrangements for voluntary retirement.

This clause is unchanged from 8.9 of the 2022 agreement.

**7.9     Redundancy Review**

This is a new clause in the proposed new agreement which would allow a staff member whose role has been made redundant to seek a review of that decision in accordance with the details outlined in the new clause 8.3 (Independent Review).

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| <b>SECTION 8</b> | <b>OTHER MATTERS</b> |
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**8.1     Individual Flexibility Agreements**

The Fair Work Act requires enterprise agreements to include a flexibility term that enables an employee and employer to agree to an arrangement to vary the effect of the agreement in relation to particular terms of an agreement.

This clause was previously 1.8 in the 2022 agreement.

This clause allows the university and eligible staff members to vary the terms of the proposed new agreement in order to purchase additional leave.

It removes previous reference to:

- annualise or average the payment of salary for fractional staff;
- receive their annual leave loading as part of their regular salary;
- salary package items in accordance with policy.

## **8.2 Use of Artificial Intelligence**

The proposed new agreement introduces a new Artificial Intelligence clause that ensures human oversight of the use of this technology and regular monitoring and reporting of its adoption of and effects on ACU staff.

## **8.3 Independent Review**

This new clause details the process that applies when employees request a review of a decision made in certain circumstances where that decision would lead to demotion or the termination of their employment.

The new clause consolidates existing entitlements about independent reviews found throughout the 2022 agreement to clearly articulate and ensure consistency of the review process, including the appointment of an Independent Reviewer, applicable timeframes, scope of reviews, and further consideration of decisions following review.

The new clause introduces the process for a review of positions made redundant.

## **8.4 Workplace Bullying and Harassment**

The clause:

- outlines the university's commitment to provide a healthy and safe environment for work and study that is free from bullying, violence, harassment and sexual harassment.
- provides the definition of bullying,
- summarises arrangements for complaints of workplace bullying, harassment, discrimination and sexual harassment, and
- commitment that the university will only revise the Workplace Bullying Policy and Procedure other than to update the policy and procedure to ensure regulatory compliance, unless it occurs by mutual agreement of the university and the Unions, and that disputes be handled in accordance with the dispute resolution procedures of the Agreement.

This clause is substantially unchanged from 6.3 of the 2022 agreement.

## **8.5 Disability and Lived Experience**

The proposed new agreement includes a new clause which commits to developing and implementing a Disability Inclusion Action Plan by the end of the agreement.

## **8.6 Cessation of Employment**

This new clause in the proposed new agreement combines previous clauses relating to:

- Abandonment of employment
- Resignation or retirement by the staff member
- Termination by the university

It also provides clarity about the accrued entitlements that are payable to an employee upon cessation of employment with the university.

There is no change to entitlements from the 2022 agreement.

### **Summary Dismissal – Professional Staff – Removed from proposed Agreement**

This clause previously set out the process for the university to summarily dismiss a professional staff member whose misconduct or behaviour is regarded by the university as so grave as to warrant summary dismissal.

This clause was previously 7.4 in the 2022 agreement.

We are proposing deletion of this provision by mutual agreement between ACU and the unions.

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| <b>SCHEDULES</b> |
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### **Schedule 1**

#### ***Part A - Academic Salary Rates***

This part sets out full-time academic staff annual salary rates payable under the proposed new agreement, reflecting the agreed salary increases detailed in clause 3.3.

#### ***Part B - Professional Staff Salary Rates***

This part sets out full-time professional staff annual salary rates payable under the proposed new agreement, reflecting the agreed salary increases detailed in clause 3.3.

#### ***Part C – Cadets, Trainees and Supported Wage Arrangements***

This part is referred to in clause 3.7, Supported Wage and Traineeships and provides further information to inform appropriate payment of staff employed under these arrangements.

### **Schedule 2 – Casual Academic Staff Salary Rates**

This Schedule sets out casual academic salary rates payable under the proposed new agreement, reflecting the agreed salary increases detailed in clause 3.3. The Schedule also includes the method for calculating casual pay rates and descriptions of the work involved in each category of activity (e.g., lecturing, tutoring).

The descriptors are substantially unchanged from the 2022 Agreement.

### **Schedule 3 – Allowances**

This is a new Schedule which captures the eligibility, period, and dollar value over the life of the proposed new agreement.

Unless otherwise stated, allowances will increase in line with the salary increases in clause 3.3.

The allowances in Schedule 3 are:

- Aboriginal and Torres Strait Islander Language Allowance
- Occupational First Aid or a Senior First Aid Allowance
- Overtime Meal Allowance (value determined by ATO annually)

## **Schedule 4 - Classifications Used by ACU for Academic and Professional Staff**

### ***Part A - The Minimum Standards for Academic Levels (MSALs)***

This Part outlines standards, duties and skills of each academic level of appointment from Level A to Level E and is unchanged from the 2022 agreement.

### ***Part B - DWM Descriptors for Professional Staff***

This Part outlines the information about task level, judgement, level of supervision, typical activities, training level or qualifications and other information at each classification level for professional staff. This part is unchanged from the 2022 agreement.

## **Schedule 4 - Global and Education Pathways – Salary Rates and Conditions of Employment for Teachers**

### ***Part A - Global and Education Pathways – Salary Rates and Conditions of Employment for Teachers***

This part sets out clauses that apply specifically to the employment of teachers.

Changes proposed in the new agreement are:

- Fractional staff may no longer annualise their salary.
- Subject to their supervisor's approval, a teacher can request to take up to a maximum of two (2) hours (120 minutes) as an unpaid meal break.
- Removed references to policy.

### ***Part B - Application of Clauses of this Agreement to Teachers***

This part sets out the clauses in the proposed new agreement that apply or do not apply to teachers.

This has been updated to reflect the organisation of the proposed new agreement. There has been no change to the substantive clauses and entitlements that apply to teachers.

### ***Part C - Teacher Salary Rates***

This part sets out the following salary rates for teachers payable under the proposed new agreement, reflecting the agreed salary increases detailed in clause 3.3:

- Teacher Annual Salary Rates – Full-time
- Teacher Salary Rates – Casual daily rates
- Teacher Salary Rates – Casual hourly rates

# Fair, balanced and sustainable

Your guide to ACU's proposed  
enterprise agreement