

Australian Catholic University

Staff Enterprise Agreement

2026 - 2029

SECTION 1: AGREEMENT ARRANGEMENTS

1.1 TITLE

This Agreement will be referred to as the: Australian Catholic University Staff Enterprise Agreement 2026-2029.

1.2 AGREEMENT ARRANGEMENTS AND CONTENTS

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1.3 INTERPRETATION

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

1.4 DEFINITIONS

This clause contains definitions of relevant terms used throughout this Agreement. Where a term is specific to a particular clause, normally the definition for that term appears in the relevant clause.

In this Agreement, the following definitions will apply:

- (a) **Academic Staff/Employee** means a person employed by the University in a position classified in accordance with Schedule 1 Part A and Schedule 2 of this Agreement.
- (b) **Act** means the Fair Work Act, 2009 (Cth) (as amended).
- (c) **AI System** means any machine-based system that could be described as artificial intelligence. It includes any system that learns patterns from data, and which can perform tasks and make predictions, recommendations, decisions and generate content, including written or visual material, based on patterns or algorithmic methods.
- (d) **Agreement** means the instrument referenced in clause 1.1.
- (e) **Chief People Officer** refers to the Chief People Officer or equivalent position or delegate.
- (f) **Consultation** refers to steps often undertaken in an informed decision-making process in which parties exchange views and information. Consultation means that the University provides the individual employee, groups of employees and their unions with a genuine and informed opportunity to influence the decision maker prior to a decision being made.
- (g) **Continuous Service** means continuity of employment with the University, including all paid service, approved paid leave, and breaks between fixed-term employment and unpaid leave of up to six (6) weeks. Unpaid leave or breaks between fixed-term appointments of six (6) weeks or more will not count as service but will not break service for the purpose of calculating leave and other entitlements, unless otherwise expressly stated.
- (h) **Disciplinary Action** means action taken by the University to discipline an employee formally for unsatisfactory performance, misconduct or serious misconduct. Formal disciplinary action may only be taken by the Vice-Chancellor or their delegate in line with the procedures for disciplining employees set out in this Agreement. Formal disciplinary action may include but is not limited to one or more of the following:
 - (i) formal censure or counselling; and/or
 - (ii) demotion by one or more classification levels or increments; and/or
 - (iii) withholding of incremental progression for up to twelve (12) months; and/or
 - (iv) lateral transfer to another position; or,
 - (v) termination of employment (except in the case of misconduct).
- (i) **Employee Representative** means a person who an employee has chosen to represent them, including an officer, employee, or delegate of the Union. An Employee Representative may not be a practising barrister or solicitor in private practice.
- (j) **FWA** means Flexible Working Arrangement in accordance with clause 4.1.
- (k) **Gender Affirmation** – sometimes also known as gender transition – is defined as the personal process or processes a trans or gender diverse person determines is right for them in order to live as their defined gender and so that society recognises this.
- (l) **Immediate Family** means a spouse or former spouse (as defined by the Act), de facto partner or former de facto partner, child, child in care, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. It includes step-relations (e.g. stepparents and stepchildren), as well as adoptive relations.

- (m) **Member of the Senior Executive** means the occupant (including on an acting basis) of the following positions: Provost and Deputy Vice- Chancellor (Academic), Deputy Vice-Chancellor (Catholic Mission), Deputy Vice-Chancellor (Corporate) and Deputy Vice-Chancellor (Education), Deputy Vice-Chancellor (Research and Enterprise), and Executive Deans, and may include other positions as defined from time to time.
- (n) **Minimum Employment Period** means the six (6) calendar months minimum period of employment that the University may rely on for the purposes of unfair dismissal in accordance with the Fair Work Act.
- (o) **Misconduct** means conduct or behaviour by an employee of a kind that is unsatisfactory and inconsistent with the expectations of an employee in the workplace. Misconduct does not warrant termination of employment.
- (p) **Modern Award** means the *Higher Education General Staff Award 2020*, the *Higher Education Academic Staff Award 2020*, and the *Educational Services (Post-Secondary) Award 2020* or any successor awards.
- (q) **NES** means the National Employment Standards.
- (r) **Ordinary Rate** means the hourly rate payable to an employee for their classification in accordance with the rate set out in Schedule 1 Part A or B and Schedule 2 excluding any applicable loadings or allowances. An employee's ordinary rate is different from their ordinary time earnings for the purposes of superannuation and income tax calculations.
- (s) **Paid Service** means paid service with the University, including paid ordinary hours of work and authorised paid leave.
- (t) **Professional Staff/Employee** means a person employed by the University in a position classified in accordance with Schedule 1 Part B of this Agreement. A professional employee may also be referred to as "general staff/employee".
- (u) **Proof of Illness** means a certificate from a registered health practitioner or a statutory declaration from the employee.
- (v) **Protected Employee** means and refers to an employee of the University who on 31 December 1990 was an employee of Catholic College of Education Sydney Ltd, McAuley College Queensland, The Institute of Catholic Education or Signadou Dominican College of Education Ltd and on 1 January 1991 ceased to be so employed and became an employee of Australian Catholic University.
- (w) **Public Holiday** means a day gazetted by a State or Territory government, or a day declared in lieu of a public holiday that is observed by the University and on which the University campus(es) in that State or Territory is closed.
- (x) **Reproductive Health Issues** includes but is not limited to any condition or illness relating to the reproductive system. The University will provide support to all employees for reproductive health and for preventative reproductive healthcare. All employees will be entitled to reasonable workplace accommodations and supportive measures to assist them in managing their reproductive health and wellbeing inclusive of flexible work arrangements.
- (y) **Salary** means the rate payable to an employee, in accordance with Schedules 1, 2 or 5 based on their classification and pro-rata where applicable and also includes any loadings and allowances which are being paid on a regular and continuous basis up to the time of taking leave or cessation of employment, other than the allowances specified in Schedule 3. Salary may also be referred to as "superannuable salary".
- (z) **Serious Misconduct** means serious misbehaviour or deliberate action(s) of an employee which may cause a serious impediment to the carrying out of the employee's duties or to the employee's colleagues carrying out their duties and also means misconduct of sufficient seriousness as would warrant termination of employment and may include repeat instances of misconduct.
- (aa) **Union** refers either to the Community and Public Sector Union (CPSU) or the National Tertiary Education Union (NTEU).
- (bb) **University** refers to Australian Catholic University Limited (A.B.N. 15 050 192 660), a company limited by guarantee.
- (cc) **University Holiday** means one or more days during the annual University closedown period on which the University is closed, and which employees are not required to take as part of their annual or long service leave.
- (dd) **Year of Service** is deemed to be twelve (12) months paid service from the anniversary date of commencement.

1.5 APPLICATION OF THE AGREEMENT

- (a) This Agreement covers and is binding according to its terms upon:
 - (i) Australian Catholic University Limited; and,

- (ii) all eligible employees employed by Australian Catholic University Limited; and,
 - (iii) the Community and Public Sector Union; and
 - (iv) the National Tertiary Education Union.
- (b) This Agreement does not cover and does not apply to:
- (i) Religious Members of the University who are assigned by their Congregation or by a Diocese/Archdiocese to support the work of the University, in accordance with the Deed signed by the Congregation or Diocese/Archdiocese and the University; or,
 - (ii) Academic employees employed by the University whose base salary is twenty-five (25) percent or more above Level E in Schedule 1 Part A of the Agreement; or,
 - (iii) Professional employees employed by the University whose base salary is in excess of HEW Level 10 in Schedule 1 Part B of this Agreement.

1.6 DURATION OF THE AGREEMENT

- (a) This Agreement will take effect seven (7) days after the date on which it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 1 October 2029.
- (b) Upon request of the NTEU or CPSU, the University will meet and commence negotiations to develop a new Agreement up to three (3) months prior to the nominal expiry date of this Agreement.

1.7 RELATIONSHIP WITH NES, AWARDS, CERTIFIED AGREEMENTS AND POLICIES

- (a) The NES applies to all employees as a minimum standard. If there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of any inconsistency.
- (b) This Agreement rescinds and replaces the *Australian Catholic University Staff Enterprise Agreement 2022-2025* and operates to the exclusion of any Modern Award or other industrial instrument, unless stated otherwise.
- (c) University policies and procedures are not incorporated into, and do not form part of this Agreement, unless stated otherwise in this Agreement. If there is an inconsistency between this Agreement and University policy or procedure, the provisions of this Agreement will apply to the extent of any inconsistency.

1.8 AVAILABILITY OF AGREEMENT

A digital copy of the Agreement will be made available to employees.

1.9 INTELLECTUAL FREEDOM

- (a) The University recognises the open and honest exchange of diverse views as central to its mission within the Catholic intellectual tradition, and as a university. The parties covered by the Agreement will uphold the principle and practice of intellectual freedom in accordance with the highest ethical, professional and legal standards.
- (b) This clause sets out the University's commitment to and protection of intellectual freedom. All employees are entitled to exercise intellectual freedom in accordance with and subject to this clause 1.9 in its entirety. An exercise of intellectual freedom is not misconduct or serious misconduct under the provisions of this Agreement or under any University policy, procedure or Code of Conduct, or the contract of employment.
- (c) Intellectual freedom means:
 - (i) the freedom of all employees to teach, discuss, and research and to disseminate and publish the result of their research, including the right to publish that research in outlets based on their academic judgement and interest;
 - (ii) the freedom of all employees to engage in intellectual inquiry, to express their opinions and beliefs (including whether those opinions are controversial or unpopular), and to contribute to public debate, in relation to their subjects of study, research and expertise;
 - (iii) the freedom of all employees to express their opinions about the University;

- (iv) the freedom of all employees to make lawful public comment on any issue in their personal capacities. However, an employee must not represent their personal views as being those of the University;
 - (v) the freedom of all employees to participate in representative, professional or academic bodies.
- (d) In exercising intellectual freedom, employees must:
- (i) respect the rights of others to express and exchange views;
 - (ii) not engage in bullying, harassment or vilification, or unlawful discrimination;
 - (iii) not use lawful speech which a reasonable person would regard, in the circumstances, as
 - likely to humiliate or intimidate other persons; and
 - intended to have either or both of those effects;
 - (iv) not breach an employee's obligations:
 - regarding confidentiality of:
 - "personal information" (within the meaning of applicable privacy legislation) of other employees, students, and/or third parties, including but not limited to personal information provided as part of a complaint or investigation process;
 - commercial in confidence information;
 - information, the disclosure of which would breach the University's obligations to third parties;
 - information, the disclosure of which would breach the University's intellectual property rights and obligations, or which would prejudice the University's ability to obtain intellectual property rights in respect of its discoveries or inventions, including patent protections;
 - regarding health and safety;
 - to comply with regulatory requirements (e.g. ethics, research integrity, accreditation requirements); or
 - to comply with any reasonably proportionate direction given by the University requiring confidentiality to be maintained where the direction is given to protect the integrity of a formal investigation or disciplinary process. The direction may include keeping confidential the existence of such a process where this is reasonably necessary in the circumstances.
- (e) This clause 1.9 does not prevent the University from assessing an employee's quality of academic work, for example, at probation, promotion, progress discussions, and regarding research standards and research misconduct.

1.10 DISPUTE SETTLEMENT PROCEDURE

- (a) Where any dispute arises about the application of this Agreement and/or the National Employment Standards (NES), the following dispute settlement procedure applies.
- (b) In the first instance the NTEU, CPSU or an employee will notify the Chief People Officer in writing of the dispute ('the dispute notification'). The dispute notification must include details of the dispute and the resolution sought.
- (c) An employee may be represented by a Union and/or Employee Representative at any stage in this procedure.
- (d) The employee and/or the Union and/or Employee Representative and representatives of the University will meet within five (5) working days of the dispute notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.
- (e) Where a dispute is not resolved following the meeting in sub-clause 1.10(d) above, the employee and/or the Union may request a second meeting within five (5) working days of the first dispute meeting. A second meeting will be held within five (5) working days of the request, unless the parties agree to a later date. If the dispute is not resolved at the conclusion of the second meeting, the University will advise other parties to this agreement (other than employees) of the issue in dispute.
- (f) Any agreement reached under the provisions above will be recorded in writing and implemented.

- (g) If the dispute is not resolved, a party to the dispute may refer the matter to the Fair Work Commission for conciliation and/or arbitration. If no party refers the matter to the Fair Work Commission within twenty (20) working days following the meeting held at sub-clause 1.10(e) above, the matter will be deemed to be discontinued.
- (h) The decision of the Fair Work Commission will be binding, and all parties will implement the outcome, subject to a party exercising a right of appeal against a decision of the Fair Work Commission.
- (i) Until the procedures described in this clause have been finalised, work will continue in the normal manner, that is the University will not change the work, staffing or the organisation of work if such is the subject of the dispute or take any other action likely to exacerbate the dispute.
- (j) A dispute will not be taken to the Fair Work Commission by an employee or their Union until the steps in sub-clauses 1.10(b) – 1.10(e) above have been followed, except in the circumstance that there is no agreement that an issue raised under this section constitutes a dispute about the application of, or matters arising under, this Agreement or the NES. In this instance, the issue may be referred to the Fair Work Commission for a determination as to whether the dispute should be dealt with pursuant to these procedures.
- (k) Where an occupational hazard is involved, employees will not be required to work in an unsafe environment and will undertake suitable alternative duties until the issue is resolved.
- (l) A dispute which had been formally notified under the dispute settlement provisions of clause 1.12 of the *Australian Catholic University Staff Enterprise Agreement 2022 – 2025*, but which has not concluded at the time at which this Agreement commences will continue to be dealt with in accordance with the relevant provisions applied under that Agreement.

1.11 PRINCIPLES OF CONSULTATION AT ACU

- (a) The University will consult with parties covered by this Agreement on employment related matters. This will be achieved through direct consultation with employees (by various means including staff forums) and through the ACU Staff Consultative Committee (ACUSCC). The University will consult in a proactive, transparent and constructive manner in relation to change that affects employee's employment or working conditions. The ACUSCC provides a forum for consultation between the University and representatives and the Unions on matters pertaining to the employment conditions of employees, including the ongoing implementation of the Enterprise Agreement.
- (b) The ACUSCC will comprise:
 - (i) a Chair appointed by the Vice-Chancellor and President;
 - (ii) the Chief People Officer, or nominee;
 - (iii) four (4) representatives nominated by the union/s; and,
 - (iv) three (3) employees nominated by the Vice-Chancellor and President.
- (c) The Chair may invite guest speakers or observers to meetings as appropriate. Meetings will be held four (4) times per year or, when necessary, an additional meeting may be held to address matters of urgency as requested by one of the members of the ACUSCC. To facilitate discussion of certain matters, the Committee may establish working groups of its members and/or other employees to address those matters and report back to the ACUSCC.
- (d) The University will provide reports to the ACUSCC concerning:
 - (i) Annual Budget Briefing;
 - (ii) Aboriginal and/or Torres Strait Islander Peoples Employment Plan;
 - (iii) Workplace Health and Safety;
 - (iv) Gender Equity / Diversity;
 - (v) Staff Engagement;
 - (vi) Workforce Profile regarding continuing, fixed-term and casual data;
 - (vii) Professional Development;
 - (viii) Matters specified in sub-clause 4.2(a) (Academic Workload Allocation);

- (ix) Conversion from casual to continuing academic employment (in line with clause 2.5).
 - (x) Research awards for academic employees following parental leave (in line with sub-clause 6.5(f));
 - (xi) Childcare support for academic employees (in line with sub-clause 6.5(h)); and
 - (xii) An annual update on adoption of AI System tools across the University.
- (e) The ACUSCC will also:
- (i) Receive, consider and inform change management proposals as circulated by the University. While it is not a deliberative committee, the ACUSCC may put forward comments, strategies, suggestions and proposals for improving the change proposal and/or for averting or mitigating any potential adverse effects for the consideration of the University; and
 - (ii) Receive and consider reports on action items as they pertain to the implementation of this Agreement; and
 - (iii) Receive, consider and put forward suggestions for the improvement and successful implementation of employment related policies as circulated by the University with an opportunity to provide any written feedback within fifteen (15) working days of circulation prior to them being approved.

1.12 UNION RIGHTS

Purpose of these provisions

- (a) The Parties recognise that the purpose of clause 1.12 is to benefit the University's employees by facilitating the provision of effective and accessible industrial representation, including workplace delegates.
- (b) A workplace delegate has the same meaning as under the Act. In addition to the rights conferred by this Agreement, a workplace delegate is entitled to exercise delegates rights in accordance with the delegates' rights term of the applicable modern award.
- (c) In the event of inconsistency, a term in this clause that is equal or superior will prevail over the Modern Award.

Union facilities and representational rights

- (d) The University will provide the ACU Branch of the NTEU and the CPSU respectively with the following services and facilities free of charge:
 - (i) an office and associated meeting room each at the ACU Branch President's home campus;
 - (ii) access to the internet and email; and
 - (iii) access to the University's intranet.
- (e) The University will include web links on the University intranet to the websites of the ACU Branch of the NTEU and CPSU respectively.

Union communications

- (f) The Branch President of the NTEU and the NTEU Organiser and the Branch President of the CPSU and the CPSU Organiser may access the employee directory for the purposes of finding the contact details of and communicating with University employees for union business.
- (g) Employees are entitled to union-related use of University-provided email and web access such as meeting invites and broadcast emails from the ACU Branch President of the NTEU or CPSU respectively to employees.

Union Activities

- (h) An employee who has been elected to the Branch Committee of the NTEU and the CPSU will be allowed reasonable time off during working hours or a reasonable workload allocation for the conduct of union business.
- (i) The University will provide the Branch President of the ACU Branch of the NTEU and the CPSU respectively with 50% paid time release, at their ordinary rate, each week to enable them to perform their union-related duties.
- (j) The NTEU and the CPSU may use university facilities to hold members meetings during lunch breaks and may each hold up to five (5) paid union meetings of up to one (1) hour duration per year during working time. Employees will be

able to attend these meetings during working time. The Chief People Officer will be notified upon each occurrence of paid union meetings by the respective union.

- (k) The NTEU and the CPSU may provide the University with union information materials which the University will make available to all employees on the University's intranet site. The University will provide an updated employee list to the Branch Organisers of the NTEU and the CPSU at the commencement of each month.

Trade Union Leave

- (l) Union delegates from the NTEU and the CPSU will be entitled to up to seven (7) days paid time during normal working hours in any one calendar year for the purpose of attending Union courses or seminars or union meetings such as Division and National meetings. This leave will count as service for all purposes but is non-cumulative.

SECTION 2: EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

The University will engage an employee on terms that correspond with one or other of the employment types prescribed in this section.

2.1 TERMS OF ENGAGEMENT

- (a) Upon engagement, the University will provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
 - (i) for employees other than casuals, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
 - (ii) for a fixed-term employee, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;
 - (iii) for casuals, 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 and directed by the University during the term will be paid for; and
 - (iv) for any employee subject to probationary employment, the length and terms of the probation; and
 - (v) the duties and reporting relationships to apply upon appointment.
- (b) Nothing in this Agreement prevents an employee from engaging in additional work as a casual in work unrelated to, or identifiably separate from, the employee's normal duties. The employee must notify their supervisor in writing within seven (7) days of commencing any additional work (whether with the University or elsewhere).

2.2 EMPLOYMENT TYPES

- (a) **Full-time employment** means employment other than part-time or casual and may be on a continuing or fixed-term basis.
- (b) **Part-time employment** is employment for less than the normal weekly hours of a full-time employee and may be offered on a continuing or fixed-term basis. Part-time employees are entitled to pro-rata entitlements of full-time employees calculated by reference to the hours worked.
- (c) **Fractional employment** means employment for a fixed number of weeks in the year which is less than fifty-two (52) weeks of the year, for which all entitlements are paid on a pro rata basis calculated by reference to the hours worked. Fractional employment may be on a continuing or fixed-term basis in accordance with sub-clause 2.3(c) and may be full-time or part-time weekly hours. Payment for fractional employment will be in accordance with the hourly rates set out in Schedule 1 Part A or Schedule 1 Part B.

2.3 EMPLOYMENT CATEGORIES

- (a) **Continuing appointment** means full-time, part-time or fractional ongoing employment.
- (b) **Fixed-term appointment** means full-time, part-time or fractional employment entered into for a fixed-term period. The University will advise an employee engaged on a fixed-term appointment of the specific start and finish dates of that employment (or in lieu of a finish date, the specific circumstance(s) or contingency relating to a specific task or project, on which the fixed-term appointment will expire). An essential feature of fixed-term employment is that there is no expectation of continuity of employment.
- (c) An employee engaged on a full-time or part-time fixed-term basis will receive the entitlements equivalent to that of a full-time or part-time continuing employee, except if stated otherwise in this Agreement. The entitlements accrued during a fixed-term appointment will be paid out on cessation of their contract, unless employment with the University is continuous. If a subsequent fixed-term appointment has been accepted and will commence within six (6) weeks of the last engagement ending, or the employee converts to continuing employment, service will be continuous. The use of fixed-term employment is limited to one or more of the following circumstances:
 - (i) **Specific task or project** means a definable work activity which has a starting time, and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is

part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(ii) **Research** means work activity by a person engaged in research only functions for a contract period not exceeding five (5) years.

(iii) **Replacement employee** means an employee:

- undertaking work activity by replacing an employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- 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 position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until an employee is engaged for the vacant position or vacant higher duties position as applicable.

(iv) **Recent professional practice required**

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

(v) **Pre-retirement contract**

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

(vi) **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 preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

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

(vii) **New Organisational Unit**

A fixed-term contract may be offered in a new organisational area about which there is uncertainty as to whether it will continue or to perform specific commencement activities, for up to two (2) years from the establishment of any such area.

(d) **Conditions of fixed-term contract of employment**

A fixed-term contract employee is entitled to:

(i) **Incremental advancement**

A fixed-term employee who has a period of continuous service in a classification will be entitled to progress through that structure in the same way as a continuing employee (who may be full-time or part-time) in the same or similar classification.

(ii) **Subsequent appointments**

In accordance with this Agreement, if a subsequent fixed-term appointment is required to undertake the same or substantially similar duties, the incumbent will be offered the subsequent fixed-term appointment, provided that their performance during the previous appointment has been satisfactory. A fixed-term employee engaged via sub-clause 2.3(c)(vii) may only have their contract renewed once to a maximum of two (2) years.

(iii) **Notice of renewal or non-renewal**

The University will provide fixed-term employees with written notice of the University's intention to renew, or not to renew, their fixed-term appointment upon expiry of their contract. Such notice will be:

Period of Continuous Service at the end of the day notice is given	Period of Notice
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years old and greater than 2 years continuous service	Plus, one additional week to the above
In circumstances where it is not possible to give the preceding notice due to external funding arrangement and this is advised in writing to the employee	Earliest practicable date

Where, because of circumstances relating to the provision 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 by this sub-clause, it will be sufficient compliance with this clause if the University:

- advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and
- gives notice to the employee at the earliest practicable date thereafter and pays any remaining notice at the Ordinary Rate in lieu.

In circumstances where an employee on a fixed-term contract of employment is absent on parental leave at the time when notice of intention to renew or not renew employment with the University is due to be given before the expiry of the contract; the employee will be offered further employment if the work activity is to continue, except where there could not have been a reasonable expectation of further work (e.g. if the employee was employed for a specific project or as a replacement employee).

(iv) **Severance Pay**

Fixed-term employees are entitled to receive a severance payment in accordance with this clause, provided that:

- they have completed at least twelve (12) months' continuous service with the University; and
- their fixed-term appointment is not renewed; and
 - the employee is employed under 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
 - the employee is employed under a fixed-term appointment for a specific task or project, or for research, and the duties of the kind performed during the appointment continue to be required, but another person has been appointed or is to be appointed to undertake the same or substantially similar duties.

Severance payments for eligible fixed-term employees are calculated based on the employee's Ordinary Rate, as follows:

Period of continuous paid service on termination	Severance payments
At least 1 year but less than 2 years	4 weeks' salary
At least 2 years but less than 3 years	6 weeks' salary
At least 3 years but less than 4 years	7 weeks' salary
At least 4 years but less than 5 years	8 weeks' salary
At least 5 years but less than 6 years	10 weeks' salary
At least 6 years but less than 7 years	11 weeks' salary

At least 7 years but less than 8 years	13 weeks' salary
At least 8 years but less than 9 years	14 weeks' salary
At least 9 years but less than 10 years	16 weeks' salary
At least 10 years and over	12 weeks' salary

- (v) Where the University advises an employee in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.
- (vi) If the University offers acceptable alternative employment for an employee who is otherwise entitled to severance payment, then that employee is not entitled to severance payment.

(vii) **Breaks between appointments**

Breaks between fixed-term appointments of up to two (2) times per year, each of up to six (6) weeks will not constitute breaks in continuous service.

Periods of approved unpaid leave will not count for service but will not constitute breaks in service.

(viii) **Conversion from Fixed Term to Continuing Employment**

An employee who has been engaged on a fixed-term contract, other than a specific task or project, research-only replacement or pre-retirement contract, and has completed two (2) years of continuous service in that position and the work is ongoing, will be offered continuing employment.

For fixed term contracts for a specific task or project or research-only contracts, if an employee has completed five (5) years of service in accordance with sub-clause 2.3(c)(i) in the same or similar position, not being funded from an identifiable funding source external to the University (that is, it is funded from an operating grant from government or funding comprised of payments of fees made by or on behalf of students) and the work remains ongoing, the University will offer the employee a continuing appointment.

For the avoidance of doubt, if the work is ongoing, the University will offer the employee a continuing appointment. Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.

2.4 CASUAL EMPLOYMENT

- (a) A casual employee is employed by the hour and paid an hourly rate that includes a 25% loading, in lieu of Agreement-based benefits for which a casual employee is not eligible, including all paid leave entitlements (except for Family and Domestic Violence Leave and Long Service Leave) and paid sick leave for casual employees.
- (b) A casual appointment may be terminated with one (1) hour's notice by either the employee or the University.
- (c) Casual employment will only be used in limited circumstances where the work is irregular, ad hoc or intermittent. These circumstances are:
 - (i) The work is not ongoing or fixed term in accordance with the Agreement;
 - (ii) Where there is a short-term vacancy caused by the absence or departure of an employee being no more than six (6) months duration;
 - (iii) The work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement;
 - (iv) There is unexpected peak load for part of a semester or term;
 - (v) The casual employee is a postgraduate or honours student and performing teaching work that relates to the student's study;
 - (vi) The casual employee is a student at the University and engaged as a casual professional employee or teacher (under Schedule 5);

- (vii) The content of the course and subject material that the appointee will teach requires recent professional experience; and
- (viii) There is an operational need caused by a natural disaster.

Casual Academic Employees

- (d) The minimum salary paid to academic employees who are employed to undertake education and related duties on a casual basis will be the rates provided for in Schedule 2 of this Agreement, in accordance with the relevant formulae and descriptors.
- (e) The minimum salary paid to a research academic employee who is employed to undertake research-only related activities and employed on a casual basis will be an hourly rate derived from the full-time rates set out in Schedule 1, Part A, together with a 25% loading.
- (f) An academic employee who is employed on a casual basis and who is unable to deliver the face-to-face component of a lecture, tutorial, musical accompanying with special education service, or clinical nurse education because of illness may claim and will be paid for associated preparation time if their supervisor is satisfied the work was undertaken.
- (g) Casual academic employees must be engaged and paid for at least two (2) hours of work on each occasion they are required to attend work on a campus of the University, inclusive of any incorporated time and payment for preparation or associated working time provided for in the pay rates set out in Schedule 2.

Casual Professional Employees

- (h) Casual professional employees upon commencement will be paid at step 1 of the appropriate classification for the work being undertaken and will be paid an hourly rate derived from the full-time rates as set out in Schedule 1, Part B, together with a 25% loading.
- (i) The minimum period of engagement for casual professional employees is three (3) hours; however, the following casual professional employees have a minimum engagement period of one (1) hour:
 - (i) Students performing work between Monday and Friday (except public holidays) during the University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students;
 - (ii) Casual professional employees with a primary occupation elsewhere; or
 - (iii) An employee who has another employment contract with the University and who is expected to attend the University on that day.

2.5 CASUAL EMPLOYEES – CONVERSION TO PERMANENT EMPLOYMENT

- (a) Casual employees have a pathway to apply for full-time or part-time employment under the NES. The 'Employee Choice Pathway' allows eligible casuals to notify the employer in writing of their preference to change to permanent employment.
- (b) In addition to these NES rights, a casual employee may request to be converted to continuing employment under this clause if the employee has been regularly and systematically employed for six (6) months prior.
- (c) Casual work performed by the employee in another classification, job, or department (or equivalent) will be recognised as service for conversion.
- (d) A casual employee must not be engaged and re-engaged, nor have their hours reduced, to avoid an obligation under this clause.
- (e) The University must not unreasonably refuse conversion.
- (f) The University is not required to make an offer to a casual employee if:
 - (i) The employee is replacing a continuing employee for an identified period being no longer than twelve (12) months;
 - (ii) The work has been ad hoc or sporadic;
 - (iii) The employee has a primary occupation with the University;
 - (iv) The University can demonstrate that in the next six (6) months, the work will no longer be performed by anyone or demonstrate that recruitment is underway to engage a permanent employee to perform the work;

- (v) The employee is a genuine retiree; or
- (vi) 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.
- (g) If successful, the University will advise the casual employee, and if applicable their Employee Representative, whether the conversion is to part-time or full-time working hours as relevant, and the commencement date (within two (2) weeks of the conversion unless otherwise agreed).
- (h) For any refusal, written reasons for refusal to convert (limited to the terms above) will be provided to the employee within twenty-one (21) working days of the date of application.
- (i) The University will report annually to the ACUSCC in writing on the:
 - (i) Number of casual conversions offered in accordance with this clause; and
 - (ii) The classification level and location of the positions.
- (j) For academic employees, the minimum appointment level for the employee with a PhD will be Level A, Step 6.

Conversion from Casual Academic Employment Program

- (k) The University will maintain a program to transition work undertaken by casual academics to continuing academics (**the program**).
- (l) The aim of this sub-clause is that the teaching work that employees appointed through the program will primarily perform will be teaching work that was previously performed by casual employees.
- (m) Over the life of this Agreement, the University will reduce to and maintain a ratio of casual employees FTE to non-casual academic employees FTE of 27% to 73%. The ratio of employees will be measured as at 1 January of each year, utilising the twelve (12) month average captured on the employee dashboard.
- (n) The percentage of casual to continuing employees will be reduced to at least:
 - (i) 29% to 71% within two (2) years after the commencement of this Agreement; and
 - (ii) 27% to 73% by the nominal expiry date of this Agreement.

Once subclause 2.5(n)(i)-(ii) above have been achieved, the proportion of casual to non-casual employees will not exceed that level, and the University commits to taking all possible steps to achieve a ratio of 25% casual to 75% continuing employees.

Based on headcount data upon commencement of this Agreement, this will require the University to create and fill at least forty-five (45) new continuing academic positions through the program. The University will not outsource a significant part of its casual workforce to avoid its obligations under the clause.

- (o) Under the program, the University will distribute positions proportionally across academic work units having regard to:
 - (i) The total hours of work performed by casual academic employees in the two (2) years prior within an academic work unit;
 - (ii) The anticipated need for the work to be continued; and
 - (iii) The nature of casual work in the work unit.
- (p) Appointment to positions under the program will be based on competence. Applicants must:
 - (i) Have casual experience at the University in the previous two (2) years; and
 - (ii) Not have held a continuing position in a university in the previous three (3) years; and
 - (iii) Provide verification that they satisfy the criteria in sub-clause 2.5(p)(i) and (ii) above.

Despite sub-clause 2.5(p) the University may, at its discretion, accept an application from an applicant who does not satisfy the requirements in the clause.
- (q) All roles created through the program will:

- (i) Be advertised at first instance to all casual academic teaching employees who were employed in the preceding two (2) years; and
 - (ii) Remain open for application for at least fifteen (15) business days; and
 - (iii) Be subject to the University's usual recruitment processes (e.g. regarding selection panels, pre-employment checks, verification of qualifications).
- (r) If there are no appointable applicants following the recruitment process in sub-clause 2.5(q) above, the University may advertise externally to fill the roles created through the program.
- (s) Where no applicant is appointable following external advertising who satisfies sub-clause 2.5(p), the University may appoint candidates who otherwise demonstrate that they meet the requirements of roles created through the program.
- (t) Academic appointments under the program:
- (i) Will be continuing full-time and part-time positions;
 - (ii) May be advertised or made at a fraction less than 1.0 FTE where a full-time position cannot be accommodated, but will be at no less than 0.4 FTE; and
 - (iii) Where the employee has a PhD, will be at a minimum of Level A, Step 6 of Schedule 1 Part A of the Agreement.
- (u) To assess suitability, a person who is appointed under the program will be subject to a three (3) year academic probationary period and subject to the probationary employment provisions in clause 6.2.
- (v) All other provisions of the Agreement apply to employees appointed under this clause 2.5 as continuing employees.
- (w) Each academic position created through the program will include teaching, research and service work, with the teaching work performed being that which was previously performed by casual employees. Where a continuing academic position is made redundant, academic positions appointed through the program will not perform the teaching work previously performed by that position for a period of eighteen (18) months.
- (x) The University will report annually to the ACUSCC on the total number of positions appointed through the program, the academic work units and disciplines in which they were appointed, their academic career pathway workload allocations, and the ratio of casual academic employees FTE to continuing employees FTE over the previous twelve (12) months and over the life of the Agreement.

2.6 ABORIGINAL AND/OR TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

- (a) Australian Catholic University has a long-standing commitment to full participation of Aboriginal and/or Torres Strait Islander peoples in higher education. The University will implement the *Towards 2033 Aboriginal and/or Torres Strait Islander Plan*. The University will maintain and increase the number of Aboriginal and/or Torres Strait Islander employees who are employed by the University to 77 FTE (excluding casual employees) or 3.2% of the workforce during the nominal life of the Agreement. This increase is benchmarked from the 31.8 FTE Aboriginal and/or Torres Strait Islander peoples (excluding casual employees) employed by the University in March 2025.
- (b) Strategies will include increasing the participation of Aboriginal and/or Torres Strait Islander peoples:
- (i) in academic positions; and
 - (ii) in classifications that reflect the broader employee profile of the University.

Increasing and enhancing employment opportunities for Aboriginal and/or Torres Strait Islander Peoples

- (c) The University aims to be an employer of choice for Aboriginal and/or Torres Strait Islander peoples. The University will strive to provide Aboriginal and/or Torres Strait Islander employees with an environment that supports and nurtures their careers and provide further strategies to achieve these aims and more in the *Towards 2033 Aboriginal and/or Torres Strait Islander Plan*.
- (d) As part of its commitment to increase the number of Aboriginal and/or Torres Strait Islander employees as outlined in sub-clause 2.6(a), the University will increase the number of **identified positions** for Aboriginal and/or Torres Strait Islander employees from 30 to 40. Identified positions will be continuing and will be at classifications that reflect the broader employee profile of the University.

- (e) Students who are Aboriginal and/or Torres Strait Islander peoples, and who are accepted into or enrolled in ACU Research Higher Degree Programs in either a Master of Philosophy or Doctor of Philosophy, **will be offered** employment with the University under the following conditions:
- (i) fixed-term employment as an academic in their relevant discipline, in accordance with the fixed term category in sub-clause 2.3(c)(vi) (subsidiary to studentship). The level of the appointment will normally be as a Level A Academic but appointment at a higher level may be offered by the University commensurate with experience and credentials and in accordance with the classification standards of this Agreement;
 - (ii) the period of the appointment will be aligned to their enrolment and anticipated completion up to a maximum of six (6) years;
 - (iii) full-time employment for a part-time student or up to 50% part-time employment for a full-time student. A student (employee) may request, and the University will not unreasonably refuse, changes to their employment fraction during their employment;
 - (iv) the Academic Career Pathway applicable to the appointment will be in accordance with sub-clause 4.2(g). A student (employee) may request, and the University will not unreasonably refuse, a variation of their Academic Career Pathway during their employment;
 - (v) the workload allocation for the student (employee) will include teaching, research and service provided that adequate and appropriate workload is allocated towards supporting completion of the Higher Degree Program;
 - (vi) the student (employee) may be supported to undertake the Graduate Certificate in Higher Education at the expense of the University, where requested by the University, however, completion of the program will not be a requirement to achieve probation or further employment in accordance with sub-clause 2.6(e)(vii); and
 - (vii) following satisfactory progress or successful completion of the research higher degree during the fixed-term appointment and subject to satisfactory performance, the employee will be offered full-time continuing employment as a teaching and research academic. The University may, at its discretion, offer the employee continuing employment at any time while they are a student.
- (f) The Aboriginal and/or Torres Strait Islander Graduate Program will continue to operate to provide employment experience in professional employee positions.
- (g) The University will report at least annually to the ACUSCC on the number of employees engaged under sub-clause 2.6(a) (in accordance with sub-clause 1.11(d) of the Agreement).

Providing Aboriginal and/or Torres Strait Islander employees with a welcoming and culturally inclusive workplace

- (h) The University will include Aboriginal and/or Torres Strait Islander cultural awareness training as a component of the University's compulsory induction program for new employees.
- (i) During the life of the Agreement, the University will take reasonable steps to arrange for all employees who have not previously completed the Aboriginal and/or Torres Strait Islander cultural awareness training, to participate in the training. Employees will be encouraged to reattend this training every twenty-four (24) months.
- (j) The University will also provide ongoing, specialised training opportunities which would support employees to apply and incorporate Aboriginal and/or Torres Strait Islander peoples' perspectives and knowledge in their roles.
- (k) Cultural or ceremonial duties performed by Aboriginal and/or Torres Strait Islander employees for or on behalf of the University are recognised as important contributions. Aboriginal and/or Torres Strait Islander employees may be employed in roles which include such activities as part of their role. Other Aboriginal and/or Torres Strait Islander employees may be invited and/or wish to contribute to such activities in addition to their role. In the latter case, the employee will seek the agreement of their supervisor, and will be provided with time release, to perform such agreed activities.
- (l) Aboriginal and/or Torres Strait Islander employees are entitled to utilise Aboriginal and/or Torres Strait Islander Peoples Cultural and Ceremonial Leave for the purposes of attending to cultural and/or ceremonial obligations in accordance with clause 5.8 of this Agreement. Where the purpose of the leave is not consistent with the purpose

of Aboriginal and/or Torres Strait Islander Peoples Cultural and Ceremonial Leave or Community Service Leave and/or Personal Leave is exhausted, an employee member may apply for paid Extraordinary Leave in accordance with clause 5.12.

- (m) In recognition of the increased effectiveness and productivity of employees proficient in Aboriginal and/or Torres Strait Islander people's languages, continuing and fixed-term employees who are required to use these languages in the course of their employment will be paid an allowance in accordance with the rates specified in Schedule 3. These language allowances are not pro-rated for part-time employees.
- (n) For the purpose of this clause 'Aboriginal and/or Torres Strait Islander people's language' means a recognised proficiency in any one of the Aboriginal or Torres Strait Islander peoples languages.
- (o) These language allowances will be updated in accordance with the general percentage increases in salaries as set out in clause 3.3.

2.7 TRANSFERS

- (a) Notwithstanding any other provision of this Agreement, the University may transfer an employee into another position at their current classification level, fraction and duration. The University will consult with the employee before deciding whether or not to proceed with a directed transfer.
 - (i) Provided that the employee will not be required to relocate from one State/Territory to another as a result of the transfer.
 - (ii) Provided that an employee in Victoria will not be required to transfer from Melbourne to Ballarat (or vice versa) as a result of the transfer.

The University will approve a transfer in circumstances where an employee requests a transfer in writing to a position or role at the same grade/level and a suitable vacancy (or position) is available.

SECTION 3: SALARIES AND RELATED MATTERS

3.1 ACADEMIC EMPLOYEE POSITION CLASSIFICATIONS

(a) Minimum Standards for Academic Levels (MSALs)

- (i) The minimum standards for levels of academic employees, (other than casual employees) are specified in Schedule 4, Part A of this Agreement.
- (ii) The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic employees may vary according to the specific requirements of the institution, different discipline requirements and/or individual employee development.
- (iii) An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.
- (iv) The MSALs will not be used as a basis for claims for reclassification.

3.2 PROFESSIONAL EMPLOYEE POSITION CLASSIFICATIONS

- (a) The DWM descriptors as specified in Schedule 4, Part B of this Agreement, will be the primary determinant of the classification of professional employee positions.
- (b) Position descriptions will be reviewed on a regular basis and updated where appropriate, following consultation between the supervisor and the employee.
- (c) Position descriptions should undergo a classification review as a result of:
 - (i) a review of an existing position (where significant change to description occurs);
 - (ii) the development of a new position;
 - (iii) the review of an existing position as a result of managing change in accordance with Section 7 of this Agreement.

Professional Employee Classification Review Pool and the Classification Review Committee

- (d) Professional Employee position classification review is supported by People and Capability and the Classification Review Pool and the Classification Review Committee.
- (e) An employee may apply for a review of their position classification.
- (f) All classification reviews will be undertaken by a member of People and Capability in the first instance.
- (g) An employee, employee representative, or supervisor can request a review of the classification outcome in sub-clause 3.2(f).
- (h) A review of the classification outcome will be undertaken by a sub-group of two (2) members of the Classification Review Pool, one (1) professional employee nominated by the relevant Union and one (1) professional employee nominated by the Chief People Officer who will meet on an as needs basis.
- (i) The Professional Employee Classification Review Pool comprises of members of People and Capability and/or professional employees nominated by the Chief People Officer and a maximum of ten (10) members nominated by the Unions trained in the classification methodologies, DWM (primary) and Hay (secondary). The members of the Classification Review Pool will be nominated in writing by the respective parties at the commencement of the Agreement.
- (j) Decisions of the classification review sub-group are regarded as decisions of the Classification Review Committee.
- (k) In the event that a consensus outcome cannot be reached by the classification review sub-group using the primary and secondary descriptors, the classification review will be referred to the Classification Review Committee which meets up to four (4) times per year.
- (l) The Classification Review Committee will comprise:

- One (1) senior officer nominated by the Chair of the ACUSCC to act as Chair;
 - Two (2) professional employees from the Classification Review Pool nominated by the Chief People Officer (or delegate); and
 - Two (2) professional employees from the Classification Review Pool nominated by the Unions.
- (m) The database of all position descriptions will be updated on a regular basis and will normally be provided to all members of the Classification Review Committee up to four (4) times per year. The Classification Review Pool and the Classification Review Committee will undertake appropriate relativity checking in considering classification outcomes.
- (n) The salary of a professional employee on appointment will be within the salary range determined by the University for the Level at which position is classified, according to the qualifications, skills and experience necessary for the performance of the duties of the position.

3.3 SALARIES

- (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%** effective from the beginning of the first full pay period commencing on or after 1 June 2026;
 - (ii) **3.5%** effective from the beginning of the first full pay period commencing on or after 30 June 2027;
 - (iii) **3.5%** effective from the beginning of the first full pay period commencing on or after 30 June 2028;
 - (iv) **3.5%** effective from the beginning of the first full pay period commencing on or after 30 June 2029; and
 - (v) **1.15%** effective from the beginning of the first full pay period commencing on or after 1 October 2029.

3.4 PAYMENT OF SALARIES

- (a) Payment of salaries will be on a fortnightly basis, by way of electronic funds transfer to the financial institution(s) and account(s) nominated by the employee. Deductions from an employee's salary, other than those required by law or this Agreement, will only be made by the University in accordance with the employee's written authority.
- (b) Where the normal day for payment of salaries falls on a holiday prescribed under Section 5, salaries will normally be paid not later than the day on which the financial institution(s) is open for business immediately following that holiday.
- (c) Where an employee notifies the University of an underpayment in writing, the University will correct the underpayment normally within two (2) working days of notification by the employee. By mutual agreement in writing between the employee and the University, such payment may be made not later than the pay day for the next pay period.
- (d) If the University makes an overpayment, an employee can negotiate the rate of repayment provided that the rate will be not less than 10% of the total overpayment per fortnight until the overpayment has been fully recovered. The overpayment will normally be rectified within the financial year that the overpayment occurred.

3.5 ANNUAL LEAVE LOADING

- (a) An employee who, as at 31 December in any year, will have accrued four (4) weeks annual leave in that calendar year, will be entitled to annual leave loading equal to 17.5% of four (4) weeks' pay at the employee's Salary as at 30 November of each year. Payment of the annual leave loading will occur on a payday in December.
- (b) The maximum loading payable will be equal to the Australian Bureau of Statistics' weekly earnings for all males (Australia) for the preceding May quarter.
- (c) An employee who:
- (i) commences employment after 1 January; or
 - (ii) terminates employment prior to 31 December in any year; or
 - (iii) has had periods of unpaid leave; or
 - (iv) has performed part-time work;

will be entitled to a pro rata annual leave loading payment calculated on their annual leave accrual for the year.

3.6 INCREMENTAL PROGRESSION

- (a) Continuing and fixed-term employees, subject to satisfactory performance, will achieve progression to the next point on an incremental scale of the salaries within the designated classification band detailed in Schedule 1, following each twelve (12) months of paid service.
- (b) Casual professional employees are also eligible for incremental progression in accordance with sub-clause 3.6(a):
 - (i) if they have performed casual work for the University in twenty-six (26) weeks or more of the previous twelve (12) months; and
 - (ii) they are engaged or re-engaged by the University in the same or substantially similar role.

3.7 SUPPORTED WAGE AND TRAINEESHIPS

- (a) The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the relevant State Authority.
- (b) Employees who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Supported Wage System and as outlined in Schedule 1 Part C. Otherwise, the provisions of the Commonwealth Government's Supported Wage System in Open Employment Handbook (as amended) will normally apply.

3.8 SUPERANNUATION

- (a) Continuing and fixed-term employees will receive employer superannuation contributions equal to 17% of their superannuable salary.
- (b) Casual employees are entitled to the minimum employer superannuation contribution as provided for by the *Superannuation Guarantee (Administration) Act 1992*.
- (c) The University's preferred fund is UniSuper. If 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.
- (d) The management of superannuation arrangements, including but not limited to the following will be in accordance with the University policy and procedures for superannuation as amended from time to time for:
 - (i) arrangements for pre-tax contributions, and
 - (ii) arrangements for employees who have been granted approval for leave of any type on half pay or leave without pay with respect to maintenance of employee or employer contribution.
- (e) An employee who is entitled to employer superannuation contribution equal to 17% of their Salary and is a member of UniSuper can elect to receive minimum employer superannuation contributions instead of 17% employer superannuation contributions to the extent permitted by the UniSuper Trust Deed. The combined amount of the employee's Salary and other payments and employer superannuation contributions will not be diminished if an employee elects to receive minimum employer superannuation contributions in accordance with this sub-clause. When being provided with the option in this clause, the employee (or prospective employee) must be provided with the option of receiving 17% employer contributions.
- (f) The University will provide new continuing and fixed-term employees with access to UniSuper's digital choice of superannuation form. The University will provide information to casual employees about UniSuper when making an offer of employment.
- (g) Continuing and fixed term employees who are members or prospective members of UniSuper will be permitted to attend an individual, financial advice appointment with UniSuper, on paid work time, once per calendar year. Employees will arrange such appointments having regard to the operational needs of the work area.

3.9 REIMBURSEMENT OF EXPENSES

- (a) An employee who, with prior approval, incurs reasonable expenses whilst carrying out University business will receive reimbursement for those expenses.

- (b) Where an employee is required to maintain professional registration as a condition of their position with the University, the University will reimburse that employee for the cost of maintaining that registration, including the reasonable cost of any mandatory continuing professional development (howsoever called).

3.10 ALLOWANCES

- (a) Allowances (other than higher duties allowances and on-call allowances) will be paid to eligible employees in accordance with Schedule 3. These allowances will not be pro-rated for part-time employees. Except as specified in Schedule 3, the allowances listed in that schedule will be increased during the term of this Agreement in accordance with the percentage increases specified in clause 3.3 at the times specified in that clause.

(b) **Higher Duties Allowances**

- (i) If an employee is required to temporarily perform duties or fill a position classified at a higher level than that which the employee occupies, they will receive their normal Salary, plus an allowance equal to the difference between the employee's normal Salary and the minimum incremental step within the classification level of the position temporarily being filled by the employee, provided the employee is required to perform these duties or fill this position for a period of not less than:
- Ten (10) consecutive working days, inclusive of public holidays, for Professional Employee positions; or
 - Fifteen (15) consecutive weeks for Academic Employee positions.
- (ii) Higher duties will not normally be paid on periods of approved leave of greater than four (4) weeks if alternate arrangements have been made by their supervisor for another employee to be assigned those duties whilst the employee is on approved leave.
- (iii) Upon cessation of employment, if an employee has performed higher duties for a continuous period of twelve (12) months prior to their end date, calculation of any outstanding entitlements will include the higher duties allowance.

SECTION 4: HOURS OF WORK AND RELATED MATTERS

4.1 WORK-LIFE ARRANGEMENTS

- (a) All employees are entitled to a Flexible Work Arrangement. The nature of that arrangement may include:
 - (i) Changing hours of work (including increasing or decreasing hours of work);
 - (ii) Hybrid work inclusive of working on campus and a pre-approved remote location in Australia such as working from home;
 - (iii) Job share; and
 - (iv) Changing patterns of work or working compressed hours.
- (b) Hybrid work is the norm for academic employees.
- (c) While hybrid work is the norm for professional employees, professional employees must request hybrid work via sub-clause 4.1(e) below and advise of any changes to their approved work location via email.
- (d) Professional employee supervisors may identify occasional tasks or events that cannot be performed off campus, and if required to be performed on a day that would otherwise be worked remotely, the employer will provide as much notice as practicable for the employee to attend campus. The professional employee may work remotely on another day, as agreed between the supervisor and the employee, to be rescheduled as soon as possible and at a time that is suitable to the employee and no later than four (4) weeks later.
- (e) **Flexible Work Arrangement (FWA)**
 - (i) An application for a FWA must be made in writing by an individual employee or a group of employees to the relevant supervisor. The application must set out the details of the arrangement proposed inclusive of the duration sought by the employee. All approved FWA's will be reviewed annually or as otherwise agreed.
 - (ii) In most cases, the duration of a FWA will be for a twelve (12) month period.
 - (iii) An employee may also request an ad-hoc arrangement without a FWA application. Ad-hoc arrangements would generally be one-off or a short-term arrangement for circumstances that are not ongoing.
 - (iv) Where an employee works as part of a team or shares responsibilities with other employees, the team, work group or the supervisor may meet and co-design a reasonable set of FWAs that apply to the whole work group.
 - (v) The University will endeavour to respond to an application for a FWA within fourteen (14) days, however it will provide a formal written response to the request no later than twenty-one (21) days later advising whether the request is granted or refused.
 - (vi) The supervisor will consider the impact on the employee, or employees in the working group and all relevant factors presented by the employee/s, including any caring responsibility, disability, age, and/or whether the employee or a member of their household or immediate family is experiencing family, domestic or intimate partner violence. The supervisor will meet with the employee/s before any FWA is refused, or to discuss any revisions to the application that may be proposed.
 - (vii) Agreement to a FWA will not be unreasonably withheld.
 - (viii) Following any refusal, the employee/s or the supervisor may discuss reasonable alternative FWAs. Where an alternative arrangement is agreed to, it will be implemented.
 - (ix) If the application is refused, the response will include details of the reasons for the refusal.
 - (x) If a decision is not made in twenty-one (21) days or the parties are not able to reach an agreement, an individual employee or work group may request a review of the supervisor's decision or failure to determine the application.
 - (xi) An application for review will be submitted via People and Capability and will be allocated to an Associate Director or equivalent within People and Capability who has had no previous involvement or knowledge of the application. The University will ensure the nominee is free from bias or the apprehension of bias in order to conduct the review. The review will be conducted on the papers and will be determined within ten (10) working days.
 - (xii) The role of reviewer will be to review the decision of the supervisor or lack thereof, and determine whether the request will be granted, declined or modified with the agreement of the employee.

(xiii) No adverse action will be taken against an employee for exercising their right of review.

(xiv) Nothing in these clauses prohibits employee/s from using the Dispute Settlement Procedure to resolve a dispute about FWAs.

(f) Right to Disconnect

(i) The University will ensure that an employee is not contacted by phone or electronic communication, except in the circumstances outlined in sub-clause 4.1(f)(ii) below, where it is stated or implied that a response or consideration is required prior to the time at which the employee will next be working their normal hours. Managers, supervisors and students will be informed that they cannot expect responses to communications outside of working hours, subject to the exceptions outlined below.

(ii) An employee will not be required or expected to respond to such contact outside of the following circumstances:

- During an employee's regular working hours;
- Pursuant to the relevant clause of this Agreement (e.g. notification of an unplanned absence, during authorised overtime, call back to work, notification of rostering changes, or paid on-call arrangements); or
- In the case of a genuine emergency, such as where there is a serious immediate risk to students or major University property.

For the purposes of this clause only, an academic employee's regular working hours are deemed to be 8:00 am to 6:00 pm, or where they are scheduled to perform work outside of these hours (such as the delivery or coordination of a timetabled class), their regular working hours will include those hours they are scheduled to work.

(iii) An employee will not be prejudiced in their employment on the basis that they have not responded to communications outside of their normal working hours, unless that communication falls into one of the exceptions in sub-clause 4.1(f)(ii) above.

4.2 WORKING ARRANGEMENTS – ACADEMIC EMPLOYEES

(a) Academic Workload Allocation

(i) The University will allocate work to fixed-term and continuing academic employees in accordance with this clause and the terms of this Agreement.

(ii) The University will allocate a maximum workload of 1590 hours to academic employees in any calendar year and pro-rata for part-time employees. This annual figure is comprised of the weekly hours identified in sub-clause 4.2(a)(iii) and is exclusive of the leave provisions of sub-clause 4.2(a)(vi) below.

(iii) The University will allocate a maximum workload of thirty-five (35) hours to academic employees in a week and pro-rata for part-time employees.

(iv) For the purposes of allocating work to academic employees, the following pathway allocations apply within the yearly maximum as per sub-clause 4.2(a)(ii) above.

- For an **Education and Research Pathway allocation**: 40% education, 40% research, 10% service minimum and 10% flexible allocation.
- For an **Education Focused Pathway allocation**: 60-70% education, 20% research/scholarship minimum, 10% service minimum.
- For a **Research Focused Pathway allocation**: 55-75% research range, 15-35% education, 10% service minimum.

Note: Academic Career Pathways Transitions are regulated by sub-clause 4.2(g) of this Agreement.

(v) The allocation of work by the University to academic employees expressed in hours will reflect the time taken for a competent employee to complete the work.

(vi) In any year, an academic employee is entitled to the following recognition of the importance of work-life balance include health and wellbeing supported by taking breaks from work to rest and recuperate:

- **Annual leave**: Comprising twenty (20) days or 140 hours.

- **Ten (10) public holidays:** Comprising ten (10) days or seventy (70) hours.
- **University holidays:** Comprising three (3) days or twenty-one (21) hours.

(vii) There will be a reduction in workload allocation for any additional period of leave.

(viii) The University will allocate a maximum of ten (10) teaching contact hours (in person or online) per week and a maximum of twenty-six (26) teaching weeks in a calendar year to a full-time academic employee allocated any pathway except an Education Focused Pathway.

(ix) The University will allocate a maximum of eleven (11) teaching contact hours (in person or online) per week and a maximum of thirty (30) teaching weeks in a calendar year to a full-time academic employee allocated an Education Focused Pathway.

(x) An academic employee will not be required to teach in overlapping teaching/study periods without their written agreement. Written agreements will be de-identified, and the University will provide these agreements to the ACUSCC.

(xi) A full-time academic employee will not be required to work more than 1590 hours per year (pro-rata for part-time employees). In exceptional circumstances, an academic employee may be consulted and agree in writing:

- To exceed the weekly hours limits in (iii) above for a maximum period up to four (4) weeks a year; or
- To exceed the annual hours limitation by a maximum of forty-eight (48) hours.

(xii) In these circumstances the employee will be entitled to workload adjustment, in which an equivalent reduction will be made in the subsequent year or a period agreed to by the employee. Subject to mutual agreement, the employee may alternatively be paid at their normal rate of pay for every additional hour allocated and performed in a given year following a final annual workload adjustment at the end of the calendar year. This payment must be paid in the first pay of the subsequent year. The University will provide de-identified reports to the ACUSCC identifying the number of full-time and part-time employees who agree to exceed the annual limitation, the hours exceeding the annual limitation (to a maximum of 48) and the school the employee is employed in.

(xiii) All work allocated by the University to employees must be recorded in a way that allows the employee to understand the task or duty to be performed and the time allocated.

(xiv) Workload will be allocated in consultation with employees. The University will ensure the health and safety of employees in the allocation of workload.

(xv) The University will ensure employee workloads are published to all academic employees in a work unit. The University will retain these records to ensure clarity of work allocation records, and that errors or omissions are able to be identified by the employee and corrected by relevant employees.

(xvi) Workload allocations (e.g. allocated duties and hours) will be distributed at least ten (10) working days prior to the commencement of a teaching/study period and cannot be amended after such time without consultation and written agreement with a relevant employee. Subsequent notification of the change will be published in updated publication of workload to the academic unit.

(b) **Academic Unit Workload**

(i) At the commencement of this Agreement, Academic Unit Workload is allocated in accordance with the Academic Workload Allocation Policy 10 March 2026 (the **Policy**) and this clause.

(ii) If the Policy requires expansion and/or amendment as it applies to a particular school or academic work unit, employees and the NTEU may make written submissions identifying the proposed changes and the requirement for such changes to the Executive Dean in accordance with this clause. An Executive Dean, or their nominee, may also propose changes to the Policy applicable to a school and or academic work unit, and will make written submissions to identify the change and the reasons the change is required.

(iii) If a change is proposed, within a fortnight of receipt of the proposal the Executive Dean or their nominee will commence consultation and collegial discussions with any employees affected by the proposed workload change and the NTEU for a period of two (2) weeks. Following collegial discussions, a summary of the proposed change(s) will be communicated to all employees impacted and the NTEU, who will then have a minimum period of two (2) weeks to provide feedback on the proposal.

- (iv) When an NTEU representative is involved in preparing the proposed change and provides a written submission to the Executive Dean and/or Workload Resolution Group (**WRG**), the representative will be provided with reasonable working time to undertake this work, in addition to any entitlements at clause 1.12. The amount of reasonable working time in hours must be agreed in advance of commencing the work between the NTEU representative and the Head of School. The Executive Dean or their nominee will ensure all impacted employees are advised of the NTEU representative role in accordance with this clause.
- (v) The Executive Dean, or their nominee, will collate the proposed change feedback from impacted employees and the NTEU, and provide their recommendation in a report to the WRG for their consideration.
- (vi) A special meeting of the WRG will be convened where the next scheduled meeting is more than two (2) months' away to review and determine the submission.
- (vii) The WRG will meet and provide time for any parties seeking to be heard. If the party seeking to be heard is a regular member of the WRG, a substitute representative shall be found for all discussions about the workload amendment proposal to ensure no conflict or apprehension of bias. The WRG will negotiate and reach agreement on a new workload allocation for the school or academic work unit. Agreement will be reached by all members of the WRG within four (4) weeks of receipt or a further period of time agreed by all members of the WRG.
- (viii) A new Academic Unit Workload will not apply and be published to all academic employees in the academic work unit until it has been reviewed in accordance with the above clauses and until it has been approved by all members of the WRG in accordance with sub-clause 4.2(c)(i) below.
- (ix) For the avoidance of doubt, at all times this clause 4.2 and the workload protections of this clause and this Agreement apply to permanent and fixed-term academic employees.
- (x) Nothing in this clause prohibits the rights of employees to use of the Dispute Resolution Procedures to resolve disputes about workloads.

(c) Workload Resolution Group (WRG)

- (i) The role of the Workload Resolution Group (**WRG**) is to provide guidance to work units and to receive, discuss and consider submissions on workload matters and proposals issues in accordance with sub-clauses 4.2(b)(iv) to (viii) above. WRG will ensure fairness in general and gender equity in particular. When a submission is received in accordance with these clauses, the WRG will alter the Policy in the relevant academic unit when expansion or amendment is required and mutually agreed by the University and the NTEU.
- (ii) The membership of the WRG comprises three (3) nominees of the University, including two (2) academic employees nominated by the Provost, one (1) of whom is an Executive Dean, and a People and Capability representative, and three (3) NTEU nominees. The WRG will have Executive Officer/Project Officer(s) to provide executive and other support.
- (iii) The WRG will provide input into the evaluation of the supporting electronic workload system and receive, discuss and consider submissions on issues referred by academic employees, NTEU representatives, National Heads of School or Executive Deans relating to the operation of this clause and make recommendations to the Provost.
- (iv) The WRG will normally meet at least three (3) times per year or as required by sub-clause 4.2(b)(vi) above. Issues arising from the implementation of this clause will be dealt with in a timely manner or in accordance with times stipulated in this clause. The WRG will monitor workload across the University to consider whether workload allocations are manageable, being made equitably and in accordance with this clause, and report review findings to the Provost.

(d) Other Academic Workload Protections

- (i) Academic workload will be recorded in the Academic Workload Planning system (or its successor or equivalent) and transparently reported annually by the Provost's Office to the ACUSCC.
- (ii) The University will take all reasonable steps to ensure gender equity, not only in terms of the amount of work allocated, but also the types of work allocated.
- (iii) An academic employee (including casual academic employees) will not be required to:
 - Teach prior to 8:00 am or after 9:00 pm on weekdays without agreement with the employee;
 - Teach on more than two (2) evenings on a weekly basis during any semester;

- Teach for longer than four (4) hours without an unpaid break of at least thirty (30) minutes, and for no longer than seven (7) hours in one day; or
 - Commence teaching within ten (10) hours of the conclusion of a teaching session conducted on the previous day.
- (iv) No employee will be required to make up time, take on additional duties or alter the duties that would normally be undertaken as a result of taking leave. For example, no employee will be required to perform additional teaching duties as a result of taking additional leave during a teaching/study period.
- (v) Where an employee is required to undertake a Graduate Certificate in Higher Education (or an equivalent course of study) as an incident of their employment or term of their probation, they will be provided with a workload allocation equal to the expected required hours expressed in the course guide or unit outline (howsoever named).
- (vi) Workload allocations for continuing and fixed-term academic employees will be reported annually to the ACUSCC in a manner that allows comparison across employee groupings in terms of amount and type of work (e.g., by gender, Academic Career Pathway, academic level, organisational units, and campus).

(e) Broad Definition of Academic Work

Education, Research and Scholarship, Service and Engagement, and related academic activities are considered together under the broad headings below.

(i) Education may include:

- preparing teaching materials;
- developing and reviewing units and courses, including online, off-campus and off-shore learning materials;
- conducting lectures, laboratory classes, tutorials, seminars, workshops, field or practicum supervision or clinical education;
- undertaking mandatory and approved learning related to teaching;
- developing and/or delivering online learning;
- supervising honours year and postgraduate coursework students' projects;
- designing, reviewing, and preparing student assessment;
- marking and student feedback;
- assessment moderation; and
- student consultation regarding academic matters, in person or online, including email.

(ii) Research and Scholarship may include:

- undertaking and publishing research outputs;
- preparing and submitting research grant applications;
- presenting research papers, addresses to conferences and the like;
- curating exhibitions and directing performances other than those related to teaching responsibilities along with other non-traditional research outputs;
- conducting research engagement and impact activities;
- undertaking mandatory and approved research training;
- developing industry partnerships related to research;
- supervising research higher degree students; and
- building research capability and capacity.

- keeping up to date with advances in the field;
- activities that lead to new understanding and insights into a discipline;
- preparing peer-reviewed scholarly outputs; and
- other outputs and activities that support contemporary approaches to teaching and learning, or research training.

(iii) Service and Engagement may include:

- mandatory and approved professional learning related to leadership and service activities;
- undertaking a role with formal employee supervision;
- Roles on committees, including leading or contributing (e.g. Academic Promotions Committee, Academic Board);
- organising and/or attending meetings, forums and/or seminars;
- quality assurance activities;
- attendance at School meetings;
- independent benchmarking;
- mentoring;
- conference organisation or professional association leadership;
- examining theses or reviewing academic programs at other universities;
- developing guidelines with professional associations or industry bodies;
- supervising HDR students at other universities;
- examining theses at other universities;
- reviewing courses at other universities;
- articles/chapters, presentations in symposia at a local/state conference, contributions to a local/state professional association or peak industry body;
- attending University events such as graduations, orientation, open days and the like;
- contributing to and involvement with professional associations, business, industry and unions;
- contributing to and involvement with relevant government, professional and community bodies and associations;
- promoting the University in the community; and
- other administrative and relevant activities that occur from time to time.

(f) Individual Workload Allocation and Review

- The allocation of individual workload will be in accordance with the terms of this Agreement and will be fair and consistent, involving clear and transparent process that allows employees to understand the rationale for the decisions made, assessing achievement relative to opportunity, and provides for a robust and transparent review process.
- On this basis, following discussion with the National Head of School and/or delegate, an employee or group of employees may seek a review of matters relating to the implementation of this Agreement and/or matters such as:
 - Total required hours, including hours allocated to marking and feedback;
 - Proposals to travel between campuses to undertake teaching;

- The number of days of the week during which teaching and/or required duties are scheduled;
 - Health and wellbeing issues;
 - The incidence of night work;
 - An academic employee's general workload; and
 - An academic employee's family needs and responsibilities.
- (iii) An academic employee should normally raise an issue with their supervisor in the first instance. Where the issue is not resolved or it is not possible to reach agreement by this means, the academic employee may make a written application to the Executive Dean for a peer review.
- (iv) The employee's application to the Executive Dean must identify:
- Steps taken prior to the application for peer review;
 - What evidence has been provided;
 - Any solutions/proposals considered; and
 - What outcome they are seeking from the review.
- (v) The Executive Dean will assemble a panel of three (3) academic peers, at least one (1) of whom will be familiar with the employee's academic discipline or specific work area, and an academic employee within that Faculty nominated by the NTEU. The peer review panel will provide a written recommendation to the Executive Dean regarding the issue. The Executive Dean will consider the matter, document a decision, and will take action as they consider appropriate in the circumstances.
- (vi) If the Executive Dean's decision differs from the recommendation made by the panel, the employee may request that the Provost review their written application and the panel's written recommendation. The decision of the Provost is final and is not open to challenge via the Disputes Settlement Procedure of this Agreement. However, any failure to comply with an obligation in this clause may be resolved by the application of the Dispute Settlement Procedure.
- (vii) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.

(g) Academic Career Pathways

- (i) ACU has three Academic Career Pathways:
- Education and Research (E&R);
 - Education Focused (EF); and
 - Research Focused (RF).
- (ii) The Academic Career Pathway for an employee is based on the operational and strategic requirements of the University, as appropriate for their discipline.
- (iii) The allocation of academic workload duties for each pathway will be made in accordance with sub-clause 4.2(a)(iv).
- (iv) Over the life of the Agreement, the University will increase the proportion of employees on an Education and Research Pathway.

Academic Career Pathway Transitions

- (v) A variation to an Academic Career Pathway may be made by an Executive Dean, who will provide reasons for their proposal to change an employee's Academic Career Pathway. An employee may seek a review of this proposal as per sub-clause 4.2(g)(xi) below. Consultation will occur with the employee to develop a twelve (12) month transition plan.
- (vi) In circumstances where an academic employee secures substantial external funding, a secondment agreement may be put in place for a period in which the employee will perform a research-only role. In this case, the

employee's underlying Academic Career Pathway will be retained. An employee will have the right to revert to their prior Academic Career Pathway allocation at the expiry of this period.

- (vii) An academic employee may request a permanent or temporary variation of their Academic Career Pathway. Employee-initiated pathway changes will be by application to the Executive Dean or their delegate, following the employee's annual development and performance review. In exceptional circumstances, an application may be made outside of this process. All applications will be reviewed consistent with criteria below and in a fair and transparent manner within twenty (20) business days.
- (viii) Where an employee seeks to move to a new Academic Career Pathway, it is expected that they will have met the following:
 - Employees seeking to move to an E&R from an EF pathway will be required to evidence:
 - A research plan with clear, achievable goals and timeframes; and
 - That they meet the University's definition of "research active" recognising achievement relative to opportunity.
 - Employees seeking to move to an EF pathway will be required to evidence:
 - An education plan with clear, achievable goals and timeframes; and
 - A track record of quality delivery and educational innovation or equivalent.
- (ix) Approval for a pathway change application will not be unreasonably withheld.
- (x) At the commencement of this Agreement, the University will conduct a program open to all EF employees who wish to apply to transition from an EF allocation to an E&R allocation. Transition under this program will not be unreasonably withheld, and a written agreement will be provided to the employee.
- (xi) Applications will be made to the Executive Dean or their delegate. If the application is unsuccessful, the employee will be entitled to seek a review of the decision through the Office of the Provost. The review will be conducted in a fair and transparent manner.

4.3 WORKING ARRANGEMENTS – PROFESSIONAL EMPLOYEES

(a) Hours of work

- (i) Professional employees will be allocated work which is manageable within the employee's ordinary hours of work and employees will not be required to work excessive overtime. No employee will be required to work extended or continuous periods of overtime as a regular pattern of work allocation.
- (ii) When allocating work to professional employees, the University will consider a number of factors, including, but not limited to, the employee's ordinary hours of work, the University's span of hours, rest pauses, meal breaks, overtime and penalty rates, time off in lieu arrangements, and leave arrangements.
- (iii) The ordinary hours of work for professional employees (including casual employees) will be an average of thirty-five (35) hours per week subject to the following:
 - Ordinary hours are to be worked between 8:00 am and 6:00 pm Monday to Friday other than;
 - Where it is essential to maintain a University service, the normal daily span of ordinary hours will be 7:30 am to 7:00 pm (and the University will inform the employee of this upon engagement);
 - The ordinary hours of work for caretaking/cleaning/gardening/security employees shall be worked between 6:00 am to 10:00 pm Monday to Friday;
 - The maximum number of ordinary hours an employee may be permitted to work on any one day is nine (9) hours and in any one week is forty-two (42) hours subject to the overtime provisions of this Agreement;
 - An employee may request to work ordinary hours outside the normal span of ordinary hours via an agreed Flexible Work Arrangement.

(b) Breaks

- (i) **Meal break** – A professional employee will not be required to work for more than five (5) consecutive hours, without taking an unpaid meal break of at least thirty (30) minutes. Subject to their supervisor's approval, an employee can request to take up to a maximum of 2 hours (120 minutes) as an unpaid meal break.
- (ii) **Rest break** – A professional employee is entitled to a total of twenty (20) minutes a day for paid morning and afternoon tea breaks. Such breaks are to be taken at a time that does not interfere with the effective functioning of the work unit.

(c) **Overtime**

- (i) The University may direct an employee to work a reasonable amount of overtime, unless the employee has reasonable grounds for refusing to work overtime. In determining whether additional hours are reasonable, the following must be considered:
 - Any risk to the employee's health and safety from working the additional hours;
 - The employee's personal circumstances, including family responsibilities;
 - Whether the employee is entitled to receive overtime payments, or other compensation that reflects an expectation of working additional hours;
 - The notice given by the University of any request or requirement to work the additional hours;
 - The notice (if any) given by the employee of their intention to refuse to work the additional hours;
 - The usual patterns of work in the work unit;
 - Any other relevant matter.
- (ii) A professional employee is entitled to the payment of overtime if they are required to work:
 - In excess of the number of agreed or rostered hours on any one day;
 - In excess of nine (9) hours per day, forty-two (42) per week, or seventy (70) hours per fortnight;
 - Outside of their span of hours;
 - On a public or University Concessional holiday.
- (iii) Professional employees who are reasonably directed to work overtime are required to record their starting and finishing times and the timing of any breaks taken during the period of overtime.
- (iv) Overtime will be calculated daily and paid as follows:
 - All overtime worked Monday to Friday will be paid at 150% of the employee's ordinary rate for the first three (3) hours, and at 200% of the employee's ordinary rate thereafter;
 - All overtime worked on a Saturday will be paid at 150% of the employee's ordinary rate for the first three (3) hours, and at 200% of the employee's ordinary rate thereafter;
 - All overtime worked on a Sunday will be paid at 200% of the employee's ordinary rate;
 - All overtime worked on a public holiday will be paid at 250% of the employee's ordinary rate;
 - Any employee required to work on a University Concessional holiday will be paid at 150% of the employee's ordinary rate for the first three (3) hours, and at 200% of the employee's ordinary rate thereafter.

(d) **Overtime meal breaks and meal allowances**

- (i) Eligible employees will be entitled to an overtime meal allowance in accordance with the circumstances and rates specified in Schedule 3.

(e) **Rest relief after overtime**

- (i) An employee required to work overtime in circumstances where there is not a break of at least ten (10) consecutive hours between the cessation of one period of duty and the commencement of the next ordinary period of duty is entitled, without any loss of pay, to take a rest period of at least ten (10) consecutive hours.

- (ii) An employee required by the University to resume or continue work without having had at least ten (10) consecutive hours off duty, will be paid at 200% of the employee's ordinary rate until released from duty for at least ten (10) consecutive hours and such release shall be without loss of pay.

(f) Time-in-lieu

- (i) If an employee is reasonably directed to work overtime, the employee may request to take time off in lieu of overtime payment. Such time off is to be calculated in the same manner as is prescribed in sub-clause 4.3(c)(iv).
- (ii) An employee may accumulate up to a maximum of twenty-eight (28) hours' time-in-lieu after which payment must be made for any additional overtime worked. All accrued time-in-lieu is to be cleared within three (3) months of accrual unless otherwise agreed between the employee and their supervisor. If the time off in lieu of overtime is not cleared within three (3) months (in the absence of any other agreement) or when the employment ends the employee shall be paid out at the overtime rates at 4.3 c) (iv).

(g) On call arrangements

- (i) The following arrangements will apply to the rostering of professional employees who are required by the University to be placed on call to attend to a critical problem which might occur outside of the span of hours provided for under sub-clause 4.3(a)(iii). An employee who is "on call" will not be required to remain at their home but will be readily contactable.

(h) On call allowance

- (i) An employee who is on call work will be paid 15% of their ordinary rate per hour in accordance with the following provisions.
- (ii) If an employee is placed on call during a twenty-four (24) hour period that includes a rostered work shift, the on call allowance is paid on the ordinary daily hours worked by the employee on that day (i.e. on call allowance of 15% is paid in addition to ordinary daily hours).
- (iii) If an employee is placed on call during a twenty-four (24) hour period that does not include a rostered work shift, no payment for ordinary daily hours is applicable on that day and only the on call allowance of 15% is paid. The number of hours of on call allowance payable shall be seven (7) hours, unless the employee is engaged on a part-time or casual basis and normally works less than seven (7) ordinary daily hours.
- (iv) If an employee is placed on call for a period of less than 24 hours, the on call allowance will be paid at 15% on hours rostered in the work shift immediately preceding the period of on call arrangements, subject to a maximum of seven (7) ordinary daily hours.
- (v) For the purposes of calculating superannuation entitlements, an on call allowance is not subject to superannuation.

(i) Payment of Overtime for Employees On Call

- (i) An employee who is on call and is required to return to the University at any time outside the span of hours as provided for under sub-clause 4.3(a)(iii) of the Agreement will be paid a minimum of three (3) hours overtime inclusive of travel time.
- (ii) Any additional return to the University for the same or related problem within a minimum overtime period provided for above will not attract further payment.
- (iii) Overtime will be calculated and paid in accordance with sub-clause 4.3(c)(iv).

(j) Shiftwork

- (i) The payment of a shift penalty to a shift worker, will be subject to the time of commencement of the particular shift as defined below.
- (ii) Penalty rates are not cumulative. Where an employee is entitled to more than one penalty rate or an overtime loading, the employee will be entitled to the highest single penalty rate.
- (iii) Definitions:

Term	Definition
Shift Roster	Means a sequence of shifts in a roster normally worked by an employee - normally recurring cycle of 5 days on; 2 days off
Ordinary Time Shift	Means any period of work starting after 7:30am and finishing at or before 7:00pm for which no shift allowance applies
Afternoon Shift	Means any shift finishing on or after 7:01pm and at or before midnight
Night Shift	means any shift finishing after midnight and at or before 7:30am
Night Shift (non-rotating)	Refers to a shift pattern in which only nights shifts are worked
Broken Shift	Means an ordinary time shift worked in two periods of duty on one day during the hours 7:30am to 7:30pm
Double Shift	Occurs when an employee is required to work two consecutive shifts, or any portion of a second consecutive shift

- (iv) All authorised work on shiftwork will be paid at the percentage of the ordinary rate per hour in accordance with the following table:

Shift	Hourly Loading
Afternoon, night or broken shift – Monday to Friday	15%
Non-rotating night shift	30%
<i>Rostered or required:</i>	
Saturday	50%
Sunday	100%
Public Holiday	150%
<i>Double shift:</i>	
Initial shift Monday to Friday	15%
Initial shift Saturday	50%
Initial shift Sunday	100%
Initial shift Public Holiday	200%
Second shift	Appropriate overtime rates and meal allowance (if an unpaid meal break is taken in accordance with the conditions set out in sub-clause 4.3(b)(ii)).
Broken shift	Not more than two (2) periods of duty shall be worked in any one (1) broken shift and paid for a minimum of two (2) hours per start

- (v) Where a shift worker:

- is employed with stated terms to work on a rostered basis outside of the normal span of hours as defined in sub-clause 4.3(a)(iii) they are entitled to an additional one (1) week of recreational leave in accordance with clause 5.2;
- normal rostered day off duty falls on a public holiday shall be granted one (1) additional day of leave in lieu of such holiday.

- (vi) An employee who without seventy-two (72) hours' notice is transferred to another shift, shall be paid 150% of the ordinary rate per hour, in the circumstance that the employee is transferred to an afternoon or night shift (during Monday to Friday). This allowance shall be payable in lieu of the afternoon or night shift allowance payable.

SECTION 5: LEAVE ENTITLEMENTS

5.1 APPLICATION OF LEAVE PROVISIONS TO FULL-TIME, FRACTIONAL AND PART-TIME EMPLOYEES

A full-time, fractional and/or part-time employee is entitled to the amount of leave available under this clause, pro-rated according to the fraction of their appointment. This clause does not apply to casual employees unless expressly stated otherwise. All leave will be paid in accordance with the employee's Salary, unless expressly stated otherwise.

5.2 RECREATION LEAVE

Recreational leave is a combination of leave types to assist employees to achieve work-life balance. Recreational leave encompasses annual leave, University Holidays and Public Holidays.

(a) Entitlement to Recreation Leave

- (i) An employee is entitled to annual leave at the rate of twenty (20) working days for each completed year of paid service from the date of their appointment, or pro rata thereof.
- (ii) Where an employee is ill or incapacitated while on annual leave for two (2) or more consecutive days and the employee produces proof of illness and/or incapacity, and such evidence is in accordance with sub-clause 5.3(g), the employee will be placed on personal sick leave (where available) and re-credited the equivalent amount of annual leave.
- (iii) A full-time employee is entitled to a minimum of ten (10) public holidays per annum where they fall on a day that the employee is rostered to work. An employee may agree to substitute a public holiday so as to observe a public holiday gazetted by the relevant State or Territory authority in relation to the campus location where the employee is based for work purposes. The exception to this is the Bank Holiday (NSW) which for relevant employees will be taken in conjunction with the annual Christmas closedown. An employee is entitled to any additional gazetted public holidays as observed in each State or Territory authority in relation to the campus location where the employee is based for work purposes.
- (iv) A full-time employee is entitled to three (3) days of University Holidays which are associated with the annual Christmas closedown.

(b) Planning for Leave and Applying for and Taking Leave

- (i) Annual leave will be taken at a time or times that are mutually convenient to the University and the employee.
- (ii) An academic employee and their supervisor must make provision for the employee to take annual leave when consulting about the employee's academic workload allocation each year, to support the employee's health and wellbeing by enabling them to take a break from work to recuperate.

(c) Management of Excess Annual Leave

Direction to Take Leave

- (i) In circumstances where an employee's annual leave credits exceed forty (40) days, or fifty (50) days for a shift worker, the University is entitled to direct that employee to take ten (10) days annual leave to immediately reduce the balance of their annual leave credits below thirty (30) days by a specified date.
- (ii) Any such notice will provide that, within two (2) months of the date of the notice the employee may negotiate with their supervisor for an agreed time for the leave to be taken to bring the accrued leave entitlement below thirty (30) days within six (6) months of the date of the notice.
- (iii) If, at the expiry of two (2) months from the date of the notice referred to in sub-clause 5.2(b) above, no agreed plan for reducing the accrued annual leave entitlement has been established in accordance with sub-clause 5.2(b) or above; or the employee cancels such planned leave; in the absence of any exceptional circumstances the University may direct the employee to take sufficient annual leave to bring their accrued entitlement below thirty (30) days, and may direct the dates on which such leave will be taken. The University must give at least two (2) months' notice of the date on which the employee is directed to take leave.
- (iv) In circumstances where the employee is directed to take annual leave, the University will be entitled to deduct the directed amount from the employee's accrued annual leave balance.

(d) Cashing out excess Annual Leave

- (i) In circumstances where an employee's annual leave entitlement exceeds forty (40) days, or fifty (50) days for a shift worker, the employee may elect to cash out up to twenty (20) days of annual leave if the employee is a full-time employee, (and pro rata of the full-time entitlement to twenty (20) days if the employee is a part time employee), at the rate equivalent to the amount the employee would have received for working their ordinary hours during the period to be cashed out if:
- The employee provides written notice to the University stating that they wish to forego the annual leave and receive the payment instead; and
 - The University agrees to allow the employee to forego the annual leave.

(e) Payment of Untaken Leave on Termination

Where an employee ceases employment with the University or dies, that person or their estate will be paid all accrued and untaken annual leave, in accordance with sub-clause 8.6(b)(ii).

5.3 PERSONAL LEAVE

(a) Entitlement

(i) Casual Employees

A casual employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a personal illness, or personal injury, affecting the employee; or
- an unexpected emergency affecting the employee.

(ii) Continuing and Fixed-Term Employees

Continuing and fixed-term employees are granted twenty (20) working days of paid personal leave per annum on commencement and for each completed year of paid service. Fifteen (15) days of this leave will be cumulative based on leave utilised in the previous year.

(b) An employee is entitled to utilise personal leave for purposes including but not limited to:

- (i) the employee is not fit for work because of a personal illness, or personal injury, including chronic illness affecting them;
- (ii) attending a medical appointment or undergoing diagnostic testing in relation to a health issue;
- (iii) the employee is not fit for work because they have been diagnosed by a medical practitioner with an infectious disease that is notifiable to the relevant state public health authorities, or because they have side effects from a vaccination that has been endorsed by the World Health Organisation;
- (iv) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, or an unexpected emergency affecting the immediate family member or household member;
- (v) short term care of an elder;
- (vi) the employee has to attend to a reproductive health matter;
- (vii) the employee is going through gender affirmation;
- (viii) significant personal or community emergencies;
- (ix) observance of religious/culturally significant days; or
- (x) moving house.

(c) An employee who becomes a grandparent is entitled to take up to ten (10) days personal leave for the purpose of caring for their child or grandchild during the six (6) month period commencing from the date of birth or adoption of the grandchild. For the avoidance of doubt, an employee who is a grandparent is entitled to use accrued personal leave for

the purpose of taking care of a grandchild who requires care because of an illness, injury, or unexpected emergency affecting that grandchild (see sub-clause 5.3(a)).

(d) Subject to sub-clause 5.3(h) below, within a 12-month period:

- (i) an additional pool of twelve (12) days of paid leave will be available in respect of the circumstances listed at (i) to (vi) in sub-clause 5.3(b) and other health related matters; and
- (ii) a further twelve (12) days paid leave if the employee is going through gender affirmation in order to attend to matters incidental to that process.

This leave does not accrue from year to year if untaken.

(e) In circumstances where an employee has exhausted all other forms of paid personal leave and can demonstrate genuine hardship, an application may be made to the Chief People Officer for additional paid leave.

Sick Leave

(f) An employee who is absent on a period of sick leave for more than three (3) consecutive working days is required to provide such evidence as per sub-clause 5.3(h). An employee may be required to provide proof of illness for absences of three (3) or less consecutive working days in circumstances where the supervisor has a reasonable concern about the employee's use of sick leave including where:

- (i) the employee has a pattern of recurring absences on sick leave; and/or
- (ii) there is evidence that the employee is not using sick leave for its proper purpose and notification has been provided. Such notification will be reviewed after six (6) months.

(g) An employee must not return to work if they have a medical certificate declaring that they are unfit for work during that period. A clearance certificate should be obtained if recovery is earlier than expected.

Notice and Evidence Requirements for Personal Leave

(h) An employee is required to provide the University notice of taking personal leave as soon as practicable, with such evidence as would satisfy a reasonable person that the leave is being used for the intended personal leave purpose (for example, a medical certificate for themselves or their family member requiring care, or a statutory declaration). In the absence of such proof, the period of absence from duty may be without pay or, at the request of the employee, may be deducted from their annual leave balance.

(i) Casual employees are subject to the same evidentiary requirements specified in respect of their entitlement to unpaid personal leave.

5.4 PARENTAL LEAVE

(a) Eligibility for parental leave

An employee is eligible for parental leave in accordance with the National Employment Standards under the Fair Work Act.

An employee (including a long-term casual employee) who has completed at least twelve (12) months' Continuous Service and who will have responsibility for the care of a child is entitled to unpaid parental leave.

This entitlement applies to a birth parent, non-birth parent (including a spouse or de facto partner), adoptive parent, or intended parent under a surrogacy arrangement.

(b) Entitlement to Leave Associated with the Birth or Adoption (or Permanent Placement) of a Child under the age of Sixteen (16)

In addition to the rights above, the University provides three levels of entitlement to paid parental leave, depending upon length of paid service at the time the employee commences leave associated with the birth or adoption (or permanent placement) of a child.

Service is calculated:

- if the employee is pregnant, at the date or expected date of birth of the child;
- at the date of the adoption or permanent placement; or

- if the leave is taken after another person has cared for the child or taken parental leave, the date the leave starts.
- (i) A fixed-term or continuing employee is entitled to paid leave associated with the birth, adoption, permanent placement of a child in accordance with the following table.

Provision	Length of completed paid continuous service	Paid leave entitlement	Unpaid leave entitlement
A1	Less than 52 weeks	The greater of eight (8) weeks, or one (1) week for each completed calendar month of continuous service at the employee's ordinary salary rate	The remainder of the period up to 52 weeks
A2	52 weeks but less than 104 weeks	26 weeks at the employee's ordinary salary rate	26 weeks
A3	104 or more weeks	36 weeks at the employee's ordinary salary rate	16 weeks

- (ii) 'Ordinary salary rate' is the employee's salary rate at the time of commencing parental leave. However, if the employee's fraction has changed during the twelve (12) weeks immediately before commencing parental leave, the employee's ordinary salary rate will be based on their average fraction over the 104 weeks immediately before commencing parental leave.
- (iii) Paid parental leave can be taken at full pay or half pay. Where half pay is taken, this may be taken for double the duration of the full paid period set out above. This is subject to approval by the University and should be requested by the employee ahead of commencing paid parental leave. Annual leave accrues during paid parental leave on the employee's ordinary weekly hours prior to commencing parental leave despite if leave is taken at half pay.
- (iv) Paid parental leave may also be used to facilitate a phased return to work by using a portion of their paid parental leave entitlement to supplement working part-time for a phased duration.
- (v) Additional leave without pay (or other forms of paid leave) may be taken that will bring the period of leave associated with the birth, adoption or permanent placement of a child, specified in sub-clause 5.4(b) above, to a continuous period of up to 104 weeks.

(c) Further unpaid parental leave

A further fifty-two (52) weeks of leave without pay is available to employees for the care of children under school age. This must be taken immediately following paid or unpaid parental leave. The unpaid leave is renewable annually for no more than fifty-two (52) weeks at any one time provided that the total period of parental leave does not extend beyond the child's reaching school age. See sub-clause 5.4(m) for the impact on entitlement to return to work.

(d) Parental Leave for Casual Employees

A casual employee of the University who has been employed on that basis for a sequence of periods of employment during a period of at least twelve (12) months will be entitled to:

- (i) Up to fifty-two (52) weeks of unpaid parental leave, and a further fifty-two (52) weeks of unpaid parental leave subject to the University's written approval. The request must be made four (4) weeks before the end date of original leave.

(e) When Parental Leave Must Commence

Where the employee is pregnant or gives birth, parental leave may start up to six (6) weeks before the expected date of birth, or earlier if the University and employee agree. However, parental leave must begin no later than the date of birth or adoption (or permanent placement of the child). Where an employee is not the birth parent, the employee may begin paid leave as outlined in sub-clause 5.4(g)(i).

(f) **Where both parents are ACU employees**

- (i) Where both parents are employed by the University, each may take separate periods of parental leave with a maximum total of 104 weeks of parental leave (including all paid and unpaid leave) between them.
- (ii) Only one employee is entitled to primary carer's leave at any one time.

The leave period commences no later than the date of birth of the child (or earlier in accordance with sub-clause 5.4(e)).

(g) **Non-Primary Carer leave and concurrent leave**

- (i) **Non-Primary Carer leave.** A fixed-term or continuing employee who is the non-primary carer of the child is entitled to six (6) weeks of paid leave at the employee's ordinary salary rate.

The days may be taken individually or consecutively, and must commence after the birth, adoption or permanent placement of the child.

This leave comes out of the employee's entitlement to paid or unpaid parental leave at leave provision A1, A2 or A3 and must be taken within twelve (12) weeks from the birth, adoption or permanent placement of the child.

- (ii) **Concurrent leave.** Co-parents may take up to eight (8) weeks of unpaid parental leave at the same time.

Concurrent leave may start:

- on the birth or placement of the child;
- earlier than this date with agreement from the University; or
- later than this date, but it has to be within fifty-two (52) weeks of the birth or placement of the child.

Concurrent leave can be taken in separate periods. Each period will normally be for two (2) weeks or more. Concurrent leave is part of the employee's unpaid leave entitlement.

A casual employee who has been engaged on a regular and systematic basis for a period of at least twelve (12) months will also be entitled to the unpaid concurrent leave.

(h) **Foster Parent Leave**

A person who is a fixed term or continuing employees who is acting as the primary carer of a foster child will be entitled to six (6) weeks of leave on half pay on the child entering their care.

(i) **Unplanned Cessation of Parental Leave**

Where an employee has commenced paid parental leave and the following occurs:

- (i) the employee's pregnancy results in a still-birth or the child dies before their second birthday, or where the employee is the non-birth parent and the birth parent's pregnancy results in a still-birth or the child dies before their second birthday, the following leave is available:

Type of leave	Leave available
Birth/adoption or permanent placement	12 weeks paid leave at their usual Salary and up to 40 weeks unpaid (up to 52 weeks in total)
Leave for second parent	Three (3) weeks paid leave at their usual Salary and up to 49 weeks of unpaid leave (up to 52 weeks in total)
Further unpaid parental leave	A further 14 weeks of leave without pay

(j) **Leave following miscarriage**

An employee, including an employee whose spouse, de facto partner or similar, experiences a miscarriage is entitled to access both paid personal leave in accordance with clause 5.3 and paid compassionate leave in accordance with clause 5.9.

A casual employee is entitled to take unpaid compassionate leave following a miscarriage.

(k) Leave for pregnancy related illness

Where a pregnant employee:

- (i) has not commenced parental leave, and
- (ii) has a pregnancy-related illness,

the employee is entitled to unpaid special parental leave or paid personal sick leave in accordance with clause 5.3.

(l) Flexible Unpaid Parental Leave

An employee who is entitled to unpaid parental leave may take up to 130 days of their unpaid parental leave entitlement at any time during twenty-four (24) months from the date of birth or adoption (or permanent placement) of the child. Flexible parental leave:

- (i) can be taken as either a single continuous period of one or more days, or separate periods of one or more days;
- (ii) is included in the employee's approved parental leave;
- (iii) does not prevent an employee from accessing the balance of their unpaid parental leave entitlement;
- (iv) counts as concurrent leave under sub-clause 5.4(g).

(m) Return to Work following a period of Parental Leave

An employee who is the primary carer and who returns from a period of leave associated with the birth or adoption of a child is entitled to return to their substantive position at their original campus, held prior to commencing on leave associated with the birth, adoption or placement of a child.

This return-to-work entitlement applies where the employee has taken parental leave in accordance with the Fair Work Act, including any approved extension.

5.5 LONG SERVICE LEAVE

An employee's Long Service Leave entitlement arises from this clause and either the NES (which preserves a historical award) or the relevant State/Territory long service leave legislation, whichever applies to the specific employee; and

If the NES or applicable long service legislation provides an employee with a greater benefit than this clause, the NES or legislation will apply (and any entitlement provided under the NES or legislation will apply in satisfaction of and not in addition to this clause). All the arrangements in this clause apply subject to the applicable law.

(a) Continuing and Fixed-term Entitlement

- (i) Continuing and Fixed-term employees are entitled to Long Service Leave after seven (7) years of continuous service with the University. Long Service Leave is calculated at the rate of 1.3 weeks for every year of paid service.
- (ii) Notwithstanding sub-clause 5.5(a)(i), a Protected Employee, in addition to service credited to the employee at the time of their commencement with the University, accrues Long Service Leave at the following rates in combination and not separately:
 - If employed in ACT or NSW, two (2) months long service leave on full pay after ten (10) years of service, unless they made an irrevocable election to transfer to the uniform 1.3 weeks per year of service accrual rate; or
 - If employed in Queensland, thirteen (13) weeks long service leave on full pay after ten (10) years of service and 1.3 weeks long service leave on full pay for each of the following five (5) years of service; and, thereafter
 - If employed in Queensland, NSW or ACT, five (5) months long service leave on full pay per ten (10) years of service.
- (iii) Where an employee is ill or incapacitated while on long service leave for two (2) or more consecutive days, and the employee produces proof of illness and/or incapacity (such evidence to be consistent with the requirements

of sub-clause 5.3(h)) the employee will be placed on paid personal sick leave (where available) and re-credited the equivalent amount of long service leave.

- (iv) An employee will be entitled to have prior continuing and fixed-term service with other Australian higher education institutions transferred to ACU and recognised for the purposes of determining their Long Service Leave entitlement provided that:
- any break in service with other Australian higher education institutions does not exceed three (3) calendar months, except where a person had been made redundant, in which case the break in service will not exceed fifty-two (52) weeks;
 - an employee will make any claim for recognition of service within six (6) calendar months of date of commencement.
 - if an employee's service with the University is not continuous, the aggregate period of service of the employee, including service recognised from another institution and any casual employment with the University, will count as service for the purpose of determining the entitlement of the employee to Long Service Leave.
 - if service with another institution is recognised for Long Service Leave credit, the employee is required to complete a period of three (3) years' service with the University before being eligible to take Long Service Leave, unless the relevant Delegated Officer/Member of the Executive/Member of the Senior Executive agrees to a lesser period in special circumstances

(b) The Planning and Taking of Long Service Leave

- (i) Employees must provide six (6) months written notice of their intention to take Long Service Leave in writing, unless the University agrees to a shorter period of notice.
- (ii) A professional employee will normally access their Long Service Leave at a time, or times that are mutually convenient to the University. Approval to take leave will not be unreasonably withheld.
- (iii) An academic employee who has qualified for Long Service Leave is entitled to take Long Service Leave at a time of their choosing.
- (iv) An employee will normally take periods of Long Service Leave in multiples of weeks and may take the leave on full or half pay. Employees who take Long Service Leave at half pay will continue to receive and accrue all entitlements as if they were on full pay.
- (v) An employee, upon written request, may be granted approval to take their Long Service Leave for minimum periods of one (1) or two (2) days per week normally for a minimum period of three (3) months. Such circumstances include but are not limited to where an employee has approval to transition to a pre-retirement contract arrangement.
- (vi) If an employee has a Long Service Leave entitlement of more than 18 weeks, the University may provide them with twelve (12) months written notice to take up to twelve (12) weeks leave, at a time convenient to the University, provided that:
- The employee must start their Long Service Leave no later than two (2) years from the date of the University's notice;
 - An employee cannot be required to take Long Service Leave within twenty-four (24) months of the employee's confirmed date of retirement;
 - The minimum period of Long Service Leave the University can require an employee to take is six (6) weeks;
 - The University cannot require an employee to take any further Long Service Leave for two (2) years after taking leave under this sub-clause; and
 - An employee who provides notice of their plans to take Long Service leave at a particular date in the future may apply for deferral of the application of this sub-clause.

Payment of Untaken Long Service Leave on Termination

- (vii) Where an employee ceases employment with the University after seven (7) years recognised service; or after four (4) years recognised service where the employee retires at their superannuation preservation age or later (including on the grounds of ill health) or dies; the University will pay to the person or their estate the amount of accrued Long Service Leave not taken.

(c) Casual Employees Entitlement

- (i) A casual employee will be eligible to take Long Service Leave after seven (7) years' continuous service.
- (ii) A casual employee can request, in writing, to take Long Service Leave with at least three (3) months' notice for leave of more than two (2) weeks, and reasonable notice for shorter periods. The University will only refuse or defer a request on reasonable operational grounds and must provide written reasons.
- (iii) Long Service Leave must be taken in minimum increments of one (1) day.
- (iv) Where a casual employee ceases employment with the University after seven (7) years Continuous Service, the University will pay the employee the amount of accrued Long Service Leave not taken (subject to the terms of the applicable historical award or applicable long service leave legislation providing for Long Service Leave to be paid out at an earlier time).

A casual employee's Long Service Leave entitlements otherwise arise from the NES (which preserves a historical award) or the relevant State/Territory long service leave legislation, whichever applies to the specific employee.

5.6 COMMUNITY SERVICE LEAVE

(a) Purpose

Community Service Leave provides leave for civic duties including:

- jury service;
- court appearances (where the employee has been subpoenaed to appear as a witness for the Crown);
- firefighting and emergency assistance;
- volunteer in a Governmental declared state of emergency;
- leave to contest elections;
- blood donation;
- attendance at arbitration proceedings; and
- community service contributions including representation at major cultural, social and sporting events.

Community Service Leave may also be utilised to participate in activities relating to the Mission of the University.

- (b) Employees will be entitled to ten (10) days per annum of Community Service Leave on full pay. However, additional time may be granted by the University on provision of appropriate certification attesting the need for such service. Community Service Leave is not cumulative.
- (c) **Emergency Services Leave:** An employee who is a member of any voluntary organisation (e.g. a rural fire service or state emergency service in their state or territory) and who is called upon by the Government or a competent, relevant authority under a state of emergency, State emergency plan or State disaster management plan (or equivalent) to assist in fire-fighting or other forms of emergency assistance (including auxiliary operations) is entitled to up to twenty (20) days of paid leave for the duration of their participation. This is provided that the employee's services are required by the voluntary organisation or other recognised authority concerned, and this can be confirmed in writing by the Government or authority.
- (d) An employee granted Community Service Leave for emergency service activity is entitled to a further one day's leave on completion of the service for the purpose of recovering from such activity.

- (e) An employee who receives payment in relation to any activity for which community service leave has been granted will forward this payment to the University. In such circumstances the employee may retain any out-of-pocket expenses associated with travel and subsistence.
- (f) **Jury Service Leave:** A continuing or fixed-term employee who is required to attend court for the purpose of jury service and upon providing proof of attendance will be granted paid leave for the period necessary for such service, in which case the employee must forward to the University any fees (other than reimbursement of expenses) received for jury service. Where an employee takes paid Jury Service Leave and fails to forward the fees to the University, the period of their absence for jury service will be treated as Leave Without Pay, and any Salary paid for the period of absence will be repayable to the University.
- (g) If Community Service Leave is taken during a period of authorised paid leave (e.g. annual, long service leave), the period of authorised leave in question will be re-credited to the employee subject to the University being furnished with evidence of community service.
- (h) Casual employees are entitled to up to ten (10) days per annum of unpaid Community Service Leave (including unpaid leave for Jury Service).

5.7 AUSTRALIAN DEFENCE FORCE RESERVES LEAVE

- (a) An employee who serves in the Australian Defence Force Reserves will be granted up to ten (10) days leave in each calendar year for the purposes of deployment, annual training, drill parade, attendance at a school and/or class or course of instruction and this leave is not cumulative.
- (b) In addition to sub-clause 5.7(a) an employee is entitled to a further twelve (12) weeks leave per calendar year subject to a successful application to the Federal Government's Employer Support Payment scheme (ESPS).
- (c) The University will not hinder or prevent an employee from undertaking defence service and the training necessary to prepare them for service.
- (d) If the employee requires additional leave for Defence Force Reserves purposes, the employee may access a period of unpaid leave. An employee may elect to use their accrued Annual Leave or Long Service Leave instead of, or in combination with, a period of unpaid Australian Defence Force Reserves Leave.

5.8 ABORIGINAL AND/OR TORRES STRAIT ISLANDER CULTURAL AND CEREMONIAL LEAVE

- (a) The University acknowledges the importance of cultural and ceremonial obligations to Aboriginal and/or Torres Strait Islander peoples.
- (b) Continuing or fixed-term Aboriginal and/or Torres Strait Islander employees will be granted ten (10) days of paid Cultural and Ceremonial Leave each calendar year.
- (c) Cultural and Ceremonial Leave is granted either upon commencement or at the start of the calendar year and does not accumulate from year to year.
- (d) Cultural and Ceremonial Leave can be used to participate in activities such as:
 - (i) Native Title and/or cultural heritage meetings (to support determination, family representative on native title body corporations);
 - (ii) significant events (e.g. NAIDOC Week Events);
 - (iii) undertaking a Welcome to Country;
 - (iv) initiation birthing and naming;
 - (v) sorry business (funeral and related cultural and ceremonial activities that Compassionate Leave may not cover);
 - (vi) smoking or cleansing ceremonies;
 - (vii) sacred site or land, sea and sky ceremonies;
 - (viii) repatriation ceremonies, including the return of ancestors and/or artifacts; and

- (ix) women's and men's related ceremonies and/or business.
- (e) When Cultural and Ceremonial Leave has been exhausted, Aboriginal and/or Torres Strait Islander employees can utilise their Community and/or Personal Leave for the purposes of attending to cultural and/or ceremonial obligations.
- (f) Aboriginal and/or Torres Strait Islander employees can also apply for paid Extraordinary Leave when all their Personal Leave and Cultural and Ceremonial Leave has been exhausted.

5.9 COMPASSIONATE LEAVE

When a member of the employee's immediate family, their relative, or a member of the employee's household contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to their life, or a member of their immediate family or household or their relative dies, an employee, other than a casual employee, may take up to two (2) days paid compassionate leave (and a casual employee may take up to two (2) days unpaid compassionate leave) on each occasion.

5.10 PROVISIONS TO SUPPORT THE VICTIMS OF FAMILY, DOMESTIC OR INTIMATE PARTNER VIOLENCE

(a) Purpose

The University provides the following entitlement and arrangements for employees who require leave as a result of effects of experiencing family, domestic or intimate partner violence in order to develop a supportive workplace in which victims and survivors of domestic violence can come forward for help and support; and guide the response of the University to employees whose work life is affected by domestic violence.

(b) Entitlement

An employee (including a casual employee) is entitled to twenty (20) days of paid Family or Domestic Violence Leave for a range of purposes including:

- (i) seeking medical and legal assistance;
- (ii) attending court appearances;
- (iii) counselling;
- (iv) relocation
- (v) to make other safety arrangements; or
- (vi) to otherwise deal with the impacts of Family or Domestic Violence perpetrated by a close relative, current or former intimate partner, or a member of their household.

(c) Paid family and domestic violence leave:

- (i) is available in full at the start of each 12-month period of the employee's employment; and
- (ii) does not accumulate from year to year; and
- (iii) is available in full to part-time and casual employees.

- (d) In addition to Family or Domestic Violence Leave, employees may be eligible for other leave types. The amount and type of leave provided will be determined by the individual's situation through consultation between the employee, supervisor and the Chief People Officer (or nominee).

5.11 LEAVE WITHOUT PAY

Leave Without Pay for appropriate purposes may be granted by the University.

5.12 EXTRAORDINARY LEAVE

In extraordinary circumstances and normally after exhausting available leave types in this Agreement, the University may grant an employee such paid leave (other than that allowed in any other clause of this Agreement) as the relevant Member of the Senior Executive considers warranted.

In the event of a National Emergency Declaration by the Federal Government, or a global pandemic declared by the World Health Organization:

- (i) a fixed-term or continuing employee who is impacted by the emergency, is eligible for an additional five (5) days of paid leave, to be taken in the week following the date of the declaration.
- (ii) a casual employee who is impacted by the emergency, is eligible for five (5) days of paid leave, to be taken in the week following the date of the declaration, which will be paid at the rate they would have been paid if they had attended their rostered work during the period of leave.

SECTION 6: PERFORMANCE DEVELOPMENT AND MANAGEMENT

6.1 INDUCTION

- (a) All employees (including casual employees) will be provided with time during working hours to participate in the University's induction program, including any additional modules (including online modules) that may be developed following the employee's appointment.
- (b) A casual employee will receive payment for time taken to participate in induction in accordance with their relevant casual hourly pay rate, or for academic employees, at the Other Required Academic Rate as per Schedule 2.

6.2 PROBATIONARY EMPLOYMENT

- (a) The provisions in this Agreement applying to unsatisfactory performance and misconduct do not apply to employees during their minimum employment period.

Probationary periods

- (b) An employee, other than one who is employed on a casual basis, may be subject to a specified period of probationary employment in accordance with this clause.
- (c) Continuing appointments will be subject to the following maximum probationary periods:

Employee classification	Probationary period
Professional employees	Six (6) months
Academic employee	Three (3) years

- (d) The University may reduce or waive a probationary period.
- (e) Fixed-term professional employees who are appointed to a second or subsequent contract will not be required to undergo a further probationary period. However, in the case of a fixed-term academic employee whose initial appointment did not include the full range of academic probationary requirements of a continuing appointment, a further probationary period of up to eighteen (18) months may be required.
- (f) A probationary period may be extended by up to three (3) months for a professional employee where the employee has been absent from the workplace due to unanticipated absence of more than twenty (20) working days to the extent that it has not been possible to assess their performance, or to raise performance concerns during their initial probationary period.

Probation Reviews

- (g) A probationary employee's performance will be reviewed as follows:
 - (i) A professional employee will normally have their performance reviewed at the midpoint of their probationary period and again at least six (6) weeks prior to the anticipated date of confirmation.
 - (ii) An academic employee employed on a probationary basis and on a fixed-term contract of employment will normally have their performance reviewed at the midpoint of their probationary period and again prior to the anticipated date of confirmation.
 - (iii) A continuing academic employee employed on a probationary basis will normally have their performance reviewed annually with a final review occurring normally no later than three (3) months prior to the anticipated date of confirmation.
- (h) If the supervisor has raised concerns about the employee's performance at any stage during the probationary period, the employee will be notified and provided with a reasonable opportunity to improve. The employee will be advised of the performance concerns and the standards required in writing.

- (i) If the supervisor has concerns about the employee's conduct at any stage during the probationary period, the employee will be advised of these concerns in writing and will be provided with a reasonable opportunity to respond to the concerns and any adverse materials.
- (j) Employees will be advised of their right to have an Employee Representative attend any meetings.

Termination during probationary period

- (k) If an employee continues to not meet their probationary criteria, or their performance has not improved to the required standard, and/or conduct concerns still remain, a recommendation to terminate the employee's employment may be made to the relevant Member of the Senior Executive. A copy of the recommendation will be provided to the employee at the same time as it is shared with the Senior Executive.
- (l) The employee will have ten (10) working days to respond to the recommendation.
- (m) Following their review of the recommendation and any written response from the employee, if the relevant Member of the Senior Executive is satisfied that:
 - (i) appropriate steps have been taken to bring the unsatisfactory performance to the employee's attention; and
 - (ii) a reasonable opportunity has been afforded to the employee to improve to the required standard; or
 - (iii) an employee has been advised of and provided an opportunity to respond to any conduct concerns,
 they may determine to take no further action, refer the matter back to the supervisor, or make a termination recommendation to the Vice-Chancellor and President (or their nominee). Any termination recommendation will be in writing and will be provided to the employee at the same time as it is provided to the Vice-Chancellor and President (or their nominee).
- (n) Prior to the Vice-Chancellor's determination, an employee will have five (5) working days to respond to the termination recommendation and any adverse material about the employee which the University intends to take into account if proposing termination of employment before the expiry of the period of probation.
- (o) If termination is proposed and the employee does not respond within five (5) working days, the employee will be terminated in writing and provided with the relevant notice periods in sub-clause 6.2(p).
- (p) If the Vice-Chancellor and President (or their nominee) proposes to dismiss a probationary employee, the University will advise the employee of the decision and of the proposed date of termination. The employee will be entitled to notice, or payment of Salary in lieu of notice in accordance with sub-clause 8.6(c).
- (q) Subject to a review as outlined at clause 8.3, all actions of the Vice-Chancellor and President (or their nominee) to discipline a probationary employee will be final and not subject to the disputes settling procedures of this Agreement, except that any disputes regarding the process leading up to the Vice-Chancellor and President's (or their nominee's) actions and decisions may be dealt with in accordance with the disputes settling procedures of this Agreement.
- (r) Nothing in this sub-clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

6.3 INVESTING IN EMPLOYEE PROFESSIONAL DEVELOPMENT

- (a) The University invests in Professional Development programs that provide a diverse range of practical and informative skill related courses, and opportunities for career development. Professional Development programs are designed to enhance the capabilities and performance of employees, including but not limited to the commitments outlined below.

6.4 STUDY TIME AND FINANCIAL ASSISTANCE TO SUPPORT STUDY

- (a) The University encourages the personal commitment of each employee to continuous learning by providing those who are undertaking further education courses with the following support and assistance, subject to the prior application, and approval of the following:

- (i) If an academic employee successfully completes an accredited postgraduate course that is relevant to the University (e.g. The ACU Graduate Certificate in Higher Education) financial assistance of up to 50% of the cost of each unit, pro-rata for other than full-time employment fraction, may be provided.
- (ii) If a professional employee is undertaking a course of study to assist their development and the course satisfies the needs of the University the following support can be applied for:
 - study time in the form of paid leave at the employee's ordinary rate of up to 130 hours per calendar year (pro rata for part-time employees) for attendance at lectures and other requirements (e.g. assignments, exam preparation, travel time and practicals) for the period of the study.
 - financial assistance of up to 50% of the cost of each unit, pro-rata for other than full-time employment fraction, may be provided.
- (iii) Approval of requests for study time is subject to the requirement that University operational and customer service needs are appropriately met. Agreement will not be unreasonably withheld.
- (iv) Approval of financial assistance is subject to evidence of completion of each unit.
- (v) The unused portion of any study leave provided under this clause does not accrue.

6.5 BENEFITS FOR ACADEMIC EMPLOYEES

Academic Promotions

- (a) Each year the University will advertise an internal Academic Promotion process for promotion to Lecturer, Senior Lecturer, Associate Professor and Professor.
- (b) The Academic Promotions process is based on the following principles:
 - (i) Criteria for promotion will be published and available to all academic employees in the Academic Promotion Procedures; and,
 - (ii) Assessment is based on the merit of the application made by the applicant.
- (c) Nothing in this Agreement precludes an additional public or invitational Academic Promotions round.
- (d) In the event that the application is unsuccessful, the Committee will provide the applicant with written advice that provides relevant information and guidance to inform the unsuccessful applicant where the application was considered not to have met the criteria.
- (e) The management of Academic Promotions will be in accordance with the University policy and procedures on Academic Promotions as amended from time to time.

Research Awards for Academic Employees following Parental Leave

- (f) The University will provide at least three (3) research awards per annum (valued at \$12,500 each) for academic employees who return to the University following Parental Leave. These awards will be available for employees to apply for within two (2) years of returning from Parental Leave to support academic employees to re-establish their research profile consistent with the strategic directions of the University.
- (g) The University will report annually to the ACUSCC with information about the advertising, deidentified applicant information (which work units, gender, numbers and career levels) and outcomes of the Research Awards following Parental Leave.

Childcare Support for Academic Employees

- (h) The University will provide up to \$1,250 in the form of childcare support to any academic employees who, within three (3) years of returning to the University following Parental Leave, are presenting a paper at an international conference held either within Australia or overseas. The employee will be eligible to receive payment once a version of the conference paper is accepted for publication in a peer reviewed output.
- (i) The University will report annually to the ACUSCC with information about the advertising, deidentified applicant information (which work units, gender, numbers and career levels) and outcomes of the Childcare Support scheme.

6.6 ONGOING PROFESSIONAL DEVELOPMENT FOR ALL EMPLOYEES

- (a) Supervisors must clearly convey performance expectations in accordance with the classification standards of this Agreement. Supervisors provide direction and clarify how every individual role contributes to the strategic priorities of the work unit and the University. Supervisors demonstrate and support employee contribution, through ongoing dialogue with employees and working with employees to resolve issues.
- (b) All continuing and fixed-term employees and their nominated supervisor will participate on an annual basis in a professional development meeting, providing employees and supervisors with the opportunity to:
 - (i) Determine work activities related to the expected performance over the review period in accordance with the classification standards of this Agreement;
 - (ii) Discuss knowledge, skills and competencies required and the associated professional development required to support performance in the role;
 - (iii) Discuss the employee's plans for taking annual, long service and other leave;
 - (iv) Discuss Academic Career Pathways and work patterns including workload in accordance with sub-clauses 4.2(a) and 4.2(g) (academic only);
 - (v) Discuss, as appropriate, any personal and/or work issues that may impact on performance;
 - (vi) Assess if the employee is meeting probation requirements in accordance with clause 6.2;
 - (vii) Discuss knowledge and skills development to support career and professional development; and
 - (viii) Discuss and identify early assistance and support that will be provided to the employee to improve performance where performance is assessed as requiring improvement.
- (c) It is expected that supervisors will provide regular feedback on performance and will deal promptly and fairly with issues relating to performance in accordance with this clause, prior to any proposal to initiate unsatisfactory performance processes in accordance with clause 6.8 below.

6.7 PERFORMANCE MANAGEMENT, DISCIPLINE AND TERMINATION PROVISIONS

The provisions of this Agreement are a complete code to address unsatisfactory performance, misconduct or serious misconduct.

All decisions to discipline an employee or terminate their employment must be in accordance with this Agreement. Before any decision is made to discipline an employee, the University must ensure that the steps outlined in the clauses 6.8 and 6.9 below have been complied with.

6.8 MANAGING UNSATISFACTORY PERFORMANCE

- (a) This clause does not apply to employees serving a period of probation whose employment will be managed in accordance with clause 6.2.
- (b) If a concern regarding performance has not been resolved following a reasonable time in accordance with clause 6.6 above, a supervisor may propose to meet with an employee regarding possible unsatisfactory performance.
- (c) Employees will be advised of their right to have an Employee Representative attend any meetings.

Performance Improvement Plan

- (d) Where a supervisor has identified that the performance of an employee does not meet the required standard, the supervisor will address the issue(s) promptly and, in consultation with the employee, will develop and implement specific strategies to address any concerns related to the employee's performance.
- (e) To assist the employee to address any concerns related to the employee's performance, the supervisor will develop a Performance Improvement Plan (**PIP**) which will be provided to the employee in writing. The PIP will:
 - (i) Outline to the employee the required standard of work and the nature of the improvements required;

- (ii) Specify the time within which reasonable improvement is expected;
 - (iii) Identify any required skill development and/or training to be provided; and
 - (iv) Outline the possible consequences if the employee's performance does not improve.
- (f) If, at the end of the specified review period, the employee's performance has improved to the required standard, the supervisor will provide the employee with written confirmation of the employee's improvement and expectations for future performance as may be specified in the employee's performance review and plan.
- (g) If, at the end of the reasonable specified review period, the employee's performance has not improved to the required standard, the supervisor may implement the Unsatisfactory Performance Procedures as outlined below.

Unsatisfactory Performance Procedures

- (h) If, at the end of the reasonable specified review period referred to in clause 6.8(e)(ii) above, the employee's performance has not improved to the required standard, the supervisor will submit a report that sets out the employee's unsatisfactory performance and outlining the steps which have been taken under sub-clause 6.8(d)-(e) to the relevant Member of the Senior Executive for consideration.
- (i) A copy of this report will also be provided to the employee who will have ten (10) working days to respond in writing to the relevant Member of the Senior Executive. The employee will also be advised in writing that if they fail to submit a response, the Vice-Chancellor and President (or their nominee) may determine that the employee's performance has been unsatisfactory and take disciplinary action as defined in clause 1.4 of this Agreement.
- (j) The relevant Member of the Senior Executive will consider the report and the written response provided by the employee and make a recommendation to the Vice-Chancellor and President (or their nominee) as to an appropriate course of action including disciplinary action. The relevant Member of the Senior Executive will need to be satisfied that:
- (i) Appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention in accordance with this clause;
 - (ii) An adequate opportunity to respond was given;
 - (iii) Any response was taken into account;
 - (iv) A reasonable opportunity has been afforded to remedy the performance issue(s); and
 - (v) The terms of this Agreement have been complied with and procedural fairness afforded.
- (k) The Vice-Chancellor and President's (or their nominee's) proposed determination including any disciplinary action will be made on the basis of information provided to the employee, their response, and the recommendation of the relevant Member of the Senior Executive.
- (l) Before taking any disciplinary action, the employee will have five (5) working days to respond to the Vice-Chancellor and President's (or their nominee's) determination.
- (m) If termination is proposed and the employee does not respond within five (5) working days, the employee will be terminated in writing and provided with the relevant notice periods in sub-clause 6.8(n).
- (n) If the Vice-Chancellor and President (or their nominee) proposes to terminate an employee for unsatisfactory performance, the University will advise the employee of the decision and of the proposed date of termination. The employee will receive the minimum period of notice, or payment in lieu of notice, on their last day of duty in accordance with sub-clause 8.6(c).
- (o) Following receipt of advice on proposed disciplinary action from the Vice-Chancellor and President (or their nominee), the employee may seek to have the proposed disciplinary action reviewed by an Independent Reviewer in accordance with clause 8.3.
- (p) The Independent Reviewer will review the proposed disciplinary action to ensure steps taken were in accordance with this clause and establish whether the employee was afforded procedural fairness. The Independent Reviewer will submit a report on the findings of this review, including recommendations if

appropriate, to the Vice-Chancellor and President (or their nominee).

- (q) Subject to the outcome of any review by the Independent Reviewer, if formal disciplinary action is to be taken, the Vice-Chancellor and President (or their nominee) will advise the employee in writing of the decision and the effective date of the decision.
- (r) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

6.9 ACTION TO ADDRESS MISCONDUCT OR SERIOUS MISCONDUCT

Principles

- (a) The provisions of this clause are a complete code to address possible misconduct or serious misconduct.
- (b) The University may instigate an investigative process that might give rise to disciplinary action for misconduct or serious misconduct where it appears that an employee may have committed misconduct or serious misconduct in accordance with this Agreement.
- (c) Throughout the proceedings associated with misconduct or serious misconduct, an employee may choose to be assisted by an Employee Representative.
- (d) Proceedings associated with misconduct or serious misconduct will be conducted in accordance with natural justice, procedural fairness and this Agreement.
- (e) The Vice-Chancellor and President may at any time suspend an employee with pay, or in exceptional circumstances without pay, if the Vice-Chancellor and President is of the view that the alleged conduct amounts to conduct of a kind envisaged in Regulation 1.07 of the Fair Work Act Regulations 2009 so that it would be unreasonable to continue the employee's attendance at work pending further investigation.

Misconduct and Serious Misconduct

- (f) If an allegation of misconduct or serious misconduct (as defined in clause 1.4) is made, the employee will be:
 - (i) Advised in writing of the alleged misconduct or serious misconduct, including details of the allegations and if relevant, how they meet the standard of serious misconduct as defined by this Agreement; and
 - (ii) Given a reasonable opportunity to be heard and/or to make written submissions, within ten (10) working days, in relation to the allegations.
- (g) Where allegation/s of misconduct or serious misconduct involve gender-based violence:
 - (i) The matter will be dealt with in accordance with this Agreement and the University's employee gender-based violence procedures as amended from time to time;
 - (ii) The University will apply the investigation and appeal (independent review) timelines set out in the National Higher Education Code to Prevent and Respond to Gender-Based Violence (as amended from time to time) and notify relevant employees accordingly; and
 - (iii) The University may approve an extension of these timelines in circumstances where required by the particular context of the matter (for example, to ensure procedural fairness or to complete a review of evidence) and will identify to the parties the reason for the extension.
- (h) If the employee admits to the allegations, and if deemed appropriate in the University's view, the University may give the employee a reasonable opportunity to improve their conduct, otherwise the matter will be considered by the Vice-Chancellor and President (or their nominee) under sub-clause 6.9(l)-(q) below.

Suspension and additional allegations

- (i) Where an allegation of serious misconduct has been made against an employee, the Vice-Chancellor and President (or their nominee) may, at any stage during the procedures under this clause, suspend an employee with pay or, in exceptional circumstances without pay, until the conclusion of the matter, provided that:
 - (i) The employee may draw on any accrued entitlement to recreation leave or long service leave for the duration of the suspension without pay;

- (ii) The Chief People Officer may at any time direct that salary be paid in part or in full on the grounds of hardship, for the period of suspension or part period;
- (iii) The Vice-Chancellor and President (or their nominee) may at any time reconsider the issue of the suspension of the employee.
- (j) While suspended, the employee will be excluded from the University or any identified parts of the University but will be permitted reasonable access to the University including electronic records to prepare their case and to collect personal property.
- (k) If at any stage during the procedures under this clause, it is found that the allegation/s should be amended or new allegations added, or the allegation/s contain additional elements which amount to serious misconduct, the employee must be advised of this in writing and be given a further reasonable opportunity to be heard and to make written submissions prior to any further steps being taken by the University.

Proposed disciplinary action

- (l) The Vice-Chancellor and President (or their nominee) will consider the allegation/s and the employee's response.
- (m) The Vice-Chancellor and President (or their nominee) may seek additional information prior to proposing disciplinary action as considered necessary.
- (n) The Vice-Chancellor and President (or their nominee) will advise the employee in writing of their decision as to whether there was misconduct and/or serious misconduct and will advise the employee of their decision, any proposed disciplinary action and the operative date of that proposed disciplinary action.
- (o) Where the Vice-Chancellor and President (or their nominee) has confirmed a decision to terminate the employee's employment, the minimum period of notice, or payment in lieu of notice, will be provided in accordance with sub-clause 8.6(c). The employee's employment may be proposed to be terminated without notice (or payment in lieu thereof) if they have engaged in serious misconduct. If the Vice-Chancellor and President's (or their nominee's) decision is to propose termination for serious misconduct without notice, this termination will take effect at the end of ten (10) working days after notification, or if the employee seeks an Independent Review in accordance with clause 8.3 and a proposal to terminate is confirmed under clause 8.3, the termination will take effect at that time.
- (p) If the Vice-Chancellor and President (or their nominee) determines that no disciplinary action will be taken and the employee has been suspended under sub-clauses 6.9(e) or 6.9(i) above, the employee will be reinstated at no loss of salary or conditions.
- (q) Except where the employee seeks a review in accordance with clause 8.3, the Vice-Chancellor and President's (or their nominee's) disciplinary action under sub-clause 6.9(n) above is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

6.10 MANAGING ILL-HEALTH

- (a) This clause does not apply to casual employees or to continuing or fixed-term employees during the first six (6) months of their employment.
- (b) The University has a duty of care to provide a safe working environment for all employees. Where the University may have a doubt about an employee's wellbeing, it is appropriate for the University to seek information about an employee's health.
- (c) An employee may apply to their superannuation fund at any stage for temporary or permanent disability benefits, however described by the particular fund.

Medical Assessment

- (d) Where the University believes there is reasonable concern regarding an employee's capacity to perform the inherent requirements of their position due to ill-health, the employee may be required to undergo an independent medical examination by a relevant medical specialist chosen by the University, at the expense of the University.
- (e) The University will normally provide the employee with written notice of at least four (4) weeks, except in exceptional circumstances, of the medical examination and will provide the employee with the date and relevant details of the examination.

- (f) In some circumstances, the University, may in the first instance write to the employee requesting the employee's consent to contact their treating medical practitioner(s) in order to obtain information regarding the employee's health and capacity to perform the inherent requirements of their position before seeking the examination of an independent medical specialist.
- (g) Where an independent medical examination is conducted in accordance with this clause, the medical practitioner will be asked to provide a report to the University advising:
 - (i) Whether the employee is currently able to perform the inherent requirements of their position;
 - (ii) If not, whether the employee is likely to be able to resume work and perform those requirements within a reasonable time, being not less than twelve (12) months; and
 - (iii) Whether any further medical examination is required.
- (h) Other pertinent information

If the medical practitioner undertaking the assessment requires additional information in order to complete the assessment, including but not limited to:

 - (i) consideration of the employee's medical records;
 - (ii) discussion with the employee's treating medical practitioner and/or treating specialist; and/or
 - (iii) a separate examination/assessment by a second independent practitioner,

the employee is required to cooperate with the request for additional information, and the University will meet the costs of any additional appointments.
- (i) The University will provide a copy of the medical specialist's report to the employee.

Independent Medical Review

- (j) The University will advise the employee that they may elect to make an application to refer the report to a panel of three (3) medical practitioners for an independent medical assessment within ten (10) working days of the report being supplied to the employee. The panel will be convened as quickly as practicable and will not include a medical practitioner who has previously examined the employee.
- (k) The Panel must:
 - (i) review all the medical information provided to it by employee and the medical report(s) provided by the University; and
 - (ii) based on the documents referred to above, provide a report to the University advising it whether or not the majority of the Panel agrees with the determination of the medical practitioner(s) chosen by the University including in relation to whether the employee has capacity to perform the inherent requirements of their position and will be able to resume work to perform those requirements within a period not less than twelve (12) months from the date of the report of the medical practitioner.

Application to Superannuation Fund

- (l) If at any stage an employee elects to apply to their superannuation fund for ill-health retirement (or equivalent) or a temporary disability benefit within the notice period in sub-clause 6.10(e), and they provide the University with evidence of the application, the requirement to attend a medical examination will be deferred. Subject to the provisions of this clause, the University will take no further action until such time as the superannuation fund has reached a decision on the application.
- (m) In the event the superannuation fund determines that the employee does have the capacity to perform the inherent requirements and duties of their position, in line with the University's duty of care obligations, the University will require the employee to undergo the deferred medical examination as soon as possible or give the employee a further notice under sub-clause 6.10(e).
- (n) An employee who is granted an ill health retirement benefit (or equivalent) by their superannuation fund (e.g. a Permanent Incapacity Benefit from UniSuper) will be deemed to have separated from employment with the University by taking medical retirement at their initiative.
- (o) The employee's date of medical retirement will take effect from either:

- (i) the date that the superannuation fund advises the University of its decision to grant ill health benefits to the employee; or,
 - (ii) the date of effect advised to the University by the superannuation fund, whichever advice is received first by the University.
- (p) If the employee does not make an application to their superannuation fund in accordance with sub-clause 6.10(l), the employee must attend any medical examination arranged by the University under sub-clause 6.10(d).

Termination of Employment for Medical Ill-health

- (q) Prior to taking action to terminate the employment of the employee, the University may offer the employee the opportunity to submit a resignation. If such a resignation is offered, the University will accept it and take no further action under the provisions of this clause.
- (r) The University may terminate an employee's employment on the grounds of ill health where:
- (i) A medical specialist's report indicates that the employee is unable to perform the inherent requirements of their position and is unlikely to resume them within a reasonable period, being at least twelve (12) months; or
 - (ii) An employee has been continually absent from employment due to illness or injury for a period of not less than twelve (12) months; or
 - (iii) An employee has failed to undergo a medical examination, which may be construed by the University as evidence that an assessment would have found the employee unable to perform the inherent requirements of their position, and unlikely to be able to resume them within twelve (12) months. A failure by an employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- (s) In any such case, the University will provide:
- (i) For a continuing employee, six (6) months' notice at their ordinary rate; or
 - (ii) For a fixed-term employee, either six (6) months' notice or notice equal to the period before the employee's fixed term contract of employment expires in accordance with its terms, whichever is the lesser amount.
- (t) The University may, at its discretion, make payment in lieu of notice equal to the total amount that the University would have been liable to pay the employee if the employee's employment had continued in service until the end of the period of notice including all accrued, but untaken annual leave and/or long service leave as applicable at the end of the notice period.

SECTION 7: CONSULTATION AND CHANGE

7.1 PRINCIPLES

- (a) Where change is required to occur, the University will consult with employees in accordance with this Agreement.
- (b) Many changes that take place in the workplace can be relatively minor and, consequently, will be addressed at the workplace level through direct local discussion and consultation with individual employees and/or the work group. The University will allow a reasonable period of time for consultation on minor change to take place.
- (c) Employees may be assisted throughout the discussions in these processes by a nominated Employee Representative.

7.2 JOB SECURITY

- (a) The University highly values its employees and commits to providing security of employment and, wherever possible, retaining the services of, and offering continuing employment to employees
- (b) The University will explore all available options to mitigate the impact of any reduction in the size of the University's workforce. Reductions in the size of the University's workforce will occur through natural attrition and voluntary measures such as, voluntary redundancy, redeployment, relocation, training or retraining before consideration is given to involuntary retrenchment. Involuntary retrenchment will be used as a last resort.
- (c) Subject to an exceptional circumstance that may arise (including substantial adverse changes in Government funding or major negative economic disruption), employees cannot be subject to more than one Major Change process that results in one or more forced redundancies within the nominal life of the Agreement.
- (d) An employee who has been redeployed during the life of the Agreement as an outcome of a Major Change process will not have their employment ended as a result of involuntary retrenchment in a subsequent Major Change process.

7.3 CHANGES TO ROSTERS OR HOURS OF WORK

- (a) Where the University has made a decision (including a decision in principle) to change the employee's regular roster or ordinary hours of work the University will notify and consult with the employee/s affected and their representatives (if any) about the change. The University will:
 - (i) Provide to the employee information about the proposed change;
 - (ii) Invite the affected employee/s and their representatives (if any) to provide their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change provided by the employee/s (or their representatives if any).

7.4 MAJOR CHANGE

- (a) Major change occurs where the University makes a decision (including a decision in principle to introduce major changes in production, program, organisation, structure or technology (including introduction or review of University-initiated AI systems) that are likely to have significant effects on employees. The University will notify and consult with the employees who may be affected by the proposed major change. Significant effects on employees include:
 - (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the University's workforce or skills it requires (not including reporting line changes);
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (iv) the alteration of hours of work;
 - (v) the need for retraining or transfer of its employees to other work or locations; and
 - (vi) significant restructuring of jobs across an entire faculty, division, school or equivalent sized organisational unit.
- (b) A decision to replace employees with contractors or third-party providers (outsourcing jobs) is a major change for the purposes of this clause.

- (c) The University will consult affected employees informally via a Case for Change before the development of a Draft Change Proposal (**DCP**) and ask employees their views about how proposed expected outcomes might be achieved.
- (d) Once the University has determined to proceed with formal Major Change it will provide relevant information about the change to affected employees in a DCP. The DCP will include information about:
 - (i) The proposed change to occur;
 - (ii) The rationale for the change and the expected outcomes;
 - (iii) The anticipated effects on employees, including potential benefits or possible adverse effects, if any;
 - (iv) How changed work will be performed and distributed between positions (including proposed classifications and job titles) and employees in the future including the anticipated effects on employees in other work units; inclusive of current and potential organisational charts;
 - (v) Where redundancies are proposed, the work that will no longer be required to be performed by anyone, and the work that will continue to be performed by other employees;
 - (vi) Suggestions for avoiding or mitigating any potentially adverse effects on employees;
 - (vii) The anticipated timeframe for consultation and implementation;
 - (viii) The impact on the gender profile of the work unit;
 - (ix) the impact of any proposed or reviewed use of AI systems (if applicable)
 - (x) Any other relevant information.
- (e) A consultation meeting will be held with affected employees, addressing the DCP within five (5) working days of providing the above information to employees. Following notification to the Chief People Officer, directly affected union members will be entitled to hold a union meeting in working time to discuss the DCP. This meeting of union members will be held at a time that causes minimal work disruption.
- (f) The University will seek feedback from affected employees and will consider any input from the University workplace community, employee representatives and the Unions when considering the DCP; including whether to proceed with the proposed change, (either in its original or a revised form). The University will promptly and genuinely consider any responses received from affected employees, Employee Representatives and the Unions during the consultation period.
- (g) Where employees' positions are proposed to be made redundant, the University will invite submissions from employees, Employee Representatives and Unions on options to mitigate job loss through:
 - (i) Proposals to transfer within the University;
 - (ii) The taking of leave, early retirement, fixed-term pre-retirement contracts, or part-time employment and/or job sharing; and
 - (iii) Expressions of interest in taking a voluntary redundancy.
- (h) Following the consultation period, the University will provide a copy of the Final Change Plan (**FCP**) to employees, Employee Representatives and the Unions. The FCP will include responses to all feedback submissions received during consultation on the DCP. On release of the FCP, the University may declare an employee's position to be redundant because the University decides that it no longer wishes the job/duties that the employee has been doing to be done by anyone at that campus or location, and this is not due to the ordinary and customary turnover of labour.
- (i) The University will conduct a post-implementation review appropriate to the change, including of the effectiveness of consultation under this clause, any workload intensification or increase to be remedied for professional employees, and any action required in accordance with the application of the academic workload limitations of sub-clause 4.2(a), and whether the expected outcomes for the change were achieved, within six (6) to twelve (12) months after the Final Change Plan implementation. Employees who were directly affected by the change will have the opportunity to participate in the post-implementation review. The review findings and employee feedback will be discussed at an ACUSCC meeting.

7.5 NOTICE OF REDUNDANCY

- (a) Following the consultation process, the University will formally notify (in writing) the employee who is affected, that their position has been made redundant and the date of the commencement of the Notice Period. This formal notice will outline the reason(s) for redundancy.
- (b) Retrenchment occurs when an employee's employment is terminated because of redundancy. "Retrenchment" means the termination of employment of an employee whose position has been declared by the University to be redundant.
- (c) The provisions in this Agreement relating to redundancy and retrenchment do not apply to casual employees.
- (d) **Notice Period**

Completed years of continuous service at the end of the day when notice is given	Period of Notice
Continuing professional employees with less than or equal to 5 years of service	3 weeks per year of service
Continuing professional employees with more than 5 years of service	26 weeks
Continuing academic employees	26 weeks
Fixed term academic and professional employees	In accordance with sub-clause 2.3(d)(iii)

- (e) **Consideration Period**
 - (i) At the commencement of the Notice Period the University will give an employee whose role has been made redundant twenty (20) working days to:
 - elect in writing to be considered for redeployment; or
 - express an interest in voluntary redundancy; or
 - seek a review of the redundancy decision under clause 8.3.
 - (ii) If the employee does not make an election within the required timeframe, and there are no positions into which the employee could be redeployed, the University will immediately move them into the redeployment pool.
- (f) If an employee is on secondment at the time their substantive position is discontinued, and the secondment has more than twenty-six (26) weeks remaining, the employee will be required to make an election at the time their substantive position is discontinued. The employee may elect:
 - (i) voluntary redundancy; or
 - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause.

If the secondment has less than twenty-six (26) weeks remaining, the requirement to make an election under sub-clause 7.5(e)(i) will be deferred until the conclusion of the secondment (excluding any extensions).

- (g) **Voluntary Redundancy**
 - (i) Where an employee elects voluntary redundancy, their employment will end on the date specified in the written notification or such other date as the University and the employee may agree.
 - (ii) If the end date is earlier than the end of the Notice Period (if it had been worked out), the employee will be paid in lieu of the balance of the Notice Period and severance pay upon cessation.
 - (iii) An employee who agrees to an alternative employment end date later than the expiration of the Notice Period to suit the needs of the University will receive an additional payment equivalent to four (4) weeks' salary. An employee's entitlement to this payment will be confirmed by the University in writing at the time of confirming the employment end date.

7.6 REDEPLOYMENT

- (a) Wherever possible, as a first step to avoid the need for retrenchment following notification of redundancy, the University will redeploy or relocate an affected employee to a suitable position, subject to the provisions of this Agreement. An employee will not unreasonably refuse redeployment, relocation, training or retraining, save that the University and an affected employee may agree that redeployment is not suitable.
- (b) In redeploying an employee to a suitable vacancy, the University will consult with the employee and will have regard to the needs of the University and any or all of that employee's:
- (i) skills and knowledge;
 - (ii) substantive classification;
 - (iii) salary level;
 - (iv) retraining requirements;
 - (v) physical and/or health requirements;
 - (vi) flexible working arrangements;
 - (vii) career trajectory and aspirations;
 - (viii) present residential location; and
 - (ix) capacity to move to another campus.

The University will also invite the employee and their Employee Representatives (if any) to consult on other measures to mitigate the adverse effects of retrenchment.

- (c) Consistent with the University's commitment to secure employment, the University will make all reasonable efforts to redeploy, transfer or relocate the employee to a suitable vacancy during the period of notice. Where an employee could perform a role in a vacant position within a reasonable timeframe and with suitable training and support, the University will redeploy that employee into that position.
- (d) When an affected professional employee whose substantive position is HEW 7 or above is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, that employee will continue to be paid the salary they would have received had the position not been made redundant for twelve (12) months from the date of redeployment, after which the employee will receive the salary applicable to the classification and fraction of the position into which the employee has been redeployed. Where this occurs, the employee will be entitled to payment at the top increment of the classification.
- (e) When an affected professional employee whose substantive position is HEW 6 or below is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, that employee will continue to be paid the salary they would have received had the position not been made redundant for eighteen (18) months from the date of redeployment, after which the employee will receive the salary applicable to the classification and fraction of the position into which the employee has been redeployed. Where this occurs, the employee will be entitled to payment at the top increment of the classification.
- (f) Where the University is unable to redeploy, transfer or relocate the employee to a suitable position during the redeployment period, the University will confirm in writing that the employee's employment will be terminated due to reasons of redundancy and the date of termination. The University will confirm the balance of the notice period and severance payable.

7.7 CALCULATION OF SEVERANCE PAYMENTS

Completed years of service on Termination	No. of weeks' salary	
	Less than 45 years old	45 years old or older
Less than 1	4	5
1	4	5
2	7	8.75

3	10	12.5
4	13	16.25
5	15	18.75
6	17	21.25
7	19	23.75
8	21	26.25
9	23	28.75
10	31.25	31.25
11	33.75	33.75
12	36.25	36.25
13	38.75	38.75
14	41.25	41.25
15	43.75	43.75
16	46.25	46.25
17	48.75	48.75
18	51.25	51.25
19 or more	52.18	52.18

- (a) Severance payments will be calculated on the employee's Salary as at the date of retrenchment.
- (b) A fixed-term employee who is retrenched prior to the expiry of their contract of employment in accordance with its terms, will receive a severance payment and a payment in lieu of any remaining notice period, of a combined value of the balance of their contract or receive six (6) months' Salary, whichever is greater.
- (c) Employees who are within two (2) years of their anticipated retirement date for superannuation purposes may apply to take Voluntary Retirement as per clause 7.8.
- (d) Subject to sub-clause 7.6(b), if the University offers acceptable alternative employment for an employee who is otherwise entitled to severance payment, then that employee is not entitled to severance payment.
- (e) **Capping of Notice and Severance Payments**

The maximum amount of monies that a continuing employee may receive from redundancy severance payments and any payment in lieu of part or full notice as may be determined by the University, is capped at seventy-eight (78) weeks' salary. The maximum amount of monies that a fixed-term employee may receive from retrenchment is set out at sub-clause 7.7(b).

- (f) The University will not re-hire a former employee who has received a severance payment for the period equal to the payment of notice and severance.

7.8 VOLUNTARY EARLY RETIREMENT

- (a) An employee who is within two (2) years of the eligible retirement date prescribed by their superannuation fund and who is provided with notice of redundancy in accordance with clause 7.5 may apply for voluntary early retirement. If the University approves an application from an employee for voluntary early retirement, the benefit payable to an employee will be based on the following:
 - (i) twelve (12) weeks' salary conditional upon cessation of employment no later than the end of the semester in which the notice under clause 7.5 has been given to the employee, or another date mutually agreed with the University; plus
 - (ii) two (2) weeks' salary for each completed year of service,
 - (iii) capped at seventy-eight (78) weeks' salary.

7.9 REDUNDANCY REVIEW

A directly affected employee may seek a review of a decision to make their role redundant under clause 7.5 in accordance with the provisions of clause 8.3.

SECTION 8: OTHER MATTERS

8.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) The University and an employee covered by this Agreement may choose to enter into an Individual Flexibility Agreement (IFA) to vary the effect of terms of this Agreement if the arrangement deals with **Purchased Annual Leave**.
- (b) **Purchased Annual Leave:**
 - (i) An employee may apply to enter into an agreement with the University to alter the annual leave quantum at sub-clause 5.2(a)(i) by purchasing additional annual leave in the following quantum: ten (10) days (2 weeks), or twenty (20) days (4 weeks) additional leave may be purchased in a twelve (12) month period or an agreed period of less than twelve (12) months.
 - (ii) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata over the twelve (12) months or averaged over the agreed period.
- (c) Any IFA must be genuinely agreed to by the University and the employee and cannot be a precondition of an employee's employment.
- (d) The University will ensure that an IFA is about a "permitted matter" and must not include an "unlawful term" as defined in the Act. The IFA must result in the employee being better off overall than the employee would have been if no IFA had been agreed to.
- (e) A copy of the IFA will be provided to the employee within fourteen (14) days of it being agreed to.
- (f) The University will ensure that the IFA is in writing and must be signed by the employee (or in the case of an employee under the age of eighteen (18), by their parent or guardian) and the University. The IFA is not required to be approved by anyone else other than the employee and the University.
- (g) An IFA may be terminated by either the University or the employee giving twenty-eight (28) days' notice of termination, in writing, to the other party, with the IFA ceasing to operate:
 - (i) at the end of the notice period; or
 - (ii) at any time, by written agreement between the University and the employee.
- (h) An employee may choose to be represented by an Employee Representative when negotiating an IFA with the University.

8.2 USE OF ARTIFICIAL INTELLIGENCE

- (a) All AI systems must be subject to meaningful human oversight to ensure accountability, safety and alignment with human values.
- (b) All decisions that impact employees and their working conditions, including but not limited to recruitment, major change, performance, promotion or disciplinary matters, will be made by humans. Where AI is used as a supplementary tool in decisions that impact employees and their working conditions, the decision-maker will disclose the details of the proposed use to any impacted employee at the commencement of the process. The University values human expertise and will take steps to ensure that wherever possible it will not use AI to the detriment of humans.
- (c) In the event the University is contemplating a major change where it is proposed that AI may affect the continuation of human roles, prior to the commencement of any change process that may follow in accordance with clause 7.4, the University will consult with both unions through a specially convened meeting(s) of the ACUSCC to facilitate open discussion and to explore alternative proposals to mitigate adverse effects and job losses.

8.3 INDEPENDENT REVIEW

Eligibility and Application Process

- (a) An employee may request a review of a decision made under the following clauses of this agreement, if that decision would lead to demotion or the termination of their employment:

- (i) 6.2 – Probationary Employment
 - (ii) 6.8 – Managing Unsatisfactory Performance
 - (iii) 6.9 – Action to Address Misconduct or Serious Misconduct
 - (iv) 7.5 – Redundancy
- (b) A request for a review must be made in writing by the employee within ten (10) working days of the employee receiving notice of the decision.
- (c) In order to request a review, an employee must provide the Chief People Officer, with the following materials at the time the request is lodged:
- (i) the basis for requesting the review;
 - (ii) any written submissions supporting the request for review;
 - (iii) any documentary evidence that the employee relies on in respect of sub-clauses 8.3(c)(i) and (ii) above.

Appointment of Independent Reviewer

- (d) Within ten (10) working days of receiving an application under sub-clause 8.3(c) above, the Chief People Officer will engage an Independent Reviewer and provide the reviewer with the request for review and the employee's materials. In the case of a review of a Medical Assessment under clause 6.10, the Independent Reviewer will be a medical practitioner or specialist.
- (e) Upon the commencement of the Agreement, the University, the NTEU and CPSU NSW will agree to a list of suitable Independent Reviewers with industrial relations knowledge and experience to conduct reviews. The Independent Reviewer will be selected from this pre-approved list based on availability and who is free from conflict of interest and an apprehension of bias in the matter to be reviewed. The parties commit to reviewing this list during the life of the Agreement.
- (f) The University will provide the Independent Reviewer with its own submissions and any supporting materials within ten (10) working days of the request for review.
- (g) The Independent Reviewer will consider all materials provided in accordance with this clause. The Independent Reviewer may seek additional information from the employee or the University if the Independent Reviewer considers that this is necessary.
- (h) The Independent Reviewer will report their findings and recommendations to the employee and the Vice-Chancellor and President or Chief People Officer within ten (10) working days of receiving the University's submission.
- (i) The Chief People Officer will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to ten (10) working days.

Scope of Review

- (j) For reviews of a decision made under clause 6.2 (Probationary Employment) or clause 6.8 (Managing Unsatisfactory Performance), the Independent Reviewer will review the steps taken during the process of applying the relevant clause in order to establish whether the employee was afforded procedural fairness throughout that application.
- (k) For reviews of a decision made under 6.9 (Action to Address Misconduct or Serious Misconduct), the matters to be considered by the Independent Reviewer are:
- (i) whether there is, overall, sufficient evidence to support a finding of misconduct/serious misconduct;
 - (ii) whether the provisions of this Agreement were followed; and
 - (iii) whether the employee was afforded procedural fairness throughout that process; and
 - (iv) recommendation(s) (if any) about disciplinary action in light of the matters outlined in sub-clauses 8.3(k)(i), (ii) and (iii).
- (l) For reviews of a decision made under clause 7.5 (Redundancy), the matters to be considered by the Independent Reviewer are:
- (i) whether the redundancy/ies are genuine and comply with the terms of this Agreement;

- (ii) whether fair and objective criteria were used to select the employee/s for redundancy;
- (iii) whether the decision makers acted without unlawful discrimination;
- (iv) whether adequate consideration was given to measures to avert or mitigate the adverse effects of redundancy, and if not, whether there were alternative measures available.

Further consideration of decisions

- (m) The Vice-Chancellor and President (or their nominee) having considered the Independent Reviewer's report, may confirm the original decision to terminate or demote, or may reconsider the preliminary decision and determine what, if any, action should be taken. The Vice-Chancellor and President (or their nominee) may seek additional information if they consider that this is necessary.
- (n) The Vice-Chancellor and President (or their nominee) will then advise the employee's supervisor or relevant member of the Executive and the employee in writing of the decision.
- (o) Where the original decision was to terminate the employee's employment and this is confirmed, the notice period (if any) (or payment in lieu) will then apply from the written notification of the outcome of the review.
- (p) In the case of a Redundancy Review, the Vice-Chancellor and President (or their nominee) will consider the Independent Reviewer's report and determine if the redundancy is to be reversed or not, dependant on the considerations outlined at sub-clause 8.3(l).
- (q) The decision of the Vice-Chancellor and President (or their nominee) will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

8.4 WORKPLACE BULLYING AND HARASSMENT

- (a) Workplace Bullying is defined as repeated and unreasonable behaviour directed towards a person, or a group of people, that creates a risk to health, safety and wellbeing.
- (b) The University is committed to providing a healthy and safe environment for work and study that is free from bullying, violence, harassment and sexual harassment.
- (c) The University will apply the Workplace Bullying Policy and Procedure for dealing with complaints of workplace bullying.
- (d) 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. Disputes about the implementation of the Workplace Bullying Policy and Procedure may be referred through the dispute resolution procedures of this Agreement.

8.5 DISABILITY AND LIVED EXPERIENCE

- (a) The parties recognise the importance of a Disability Inclusion Action Plan (**DIAP**). This is to ensure that the University is a welcoming place for people living with a disability. The parties also recognise that the lived experience of workers living with a disability brings value to the University and improves the lives of people with disability.
- (b) The University commits to construct and implement a DIAP within the life of the Agreement.

8.6 CESSATION OF EMPLOYMENT

(a) Separation due to Abandonment of Employment

- (i) If an employee is absent from work for a period of ten (10) working days or more without explanation, and they do not make reasonable efforts to inform their nominated supervisor or the next most senior officer of the reason for such absence, the University may deem the employee to have abandoned their employment with the University.
- (ii) The University will take all reasonable steps to contact the absent employee. This will include the nominated supervisor or the next most senior officer attempting to contact the employee by phone, email, emergency contacts, and visiting the employee's home address accompanied by another employee. These attempts at contact emphasise the University's concern for the employee's welfare.

- (iii) If the nominated supervisor or the next most senior manager continues to be unable to contact the employee or is able to contact the employee but the employee fails to formalise this absence in writing after two (2) working days, the Chief People Officer will formally write to the employee advising that the University considers the employee's continued absence an indication that they have abandoned their employment with the University.

(b) Resignation or Retirement from the University

An employee must provide the University with the following minimum written notice periods when resigning or retiring:

Employment Classification	Minimum Notice Period
Continuing and Fixed Term Academic Employees	Three (3) months
Professional Employees HEW 8 and above	Four (4) weeks
Professional Employees HEW1 – HEW 7	Two (2) weeks
Casual Employees (Professional and Academic Employees)	One (1) hour

(c) Termination by the University

The University may terminate the employment of an Academic or Professional employee by giving the following period of written notice:

Period of continuous service at the end of the day the notice is given	Minimum period of notice
Less than three (3) years	Two (2) weeks
Three (3) years but less than five (5) years	Three (3) weeks
Five (5) years or over	Four (4) weeks
Over 45 years old and greater than two (2) years continuous service	Plus, one (1) additional week to the above

(d) Payment in lieu of notice

The University may substitute payment in lieu of all or any part of any period of notice of termination or direct the employee to not attend for duty. Payments in lieu of notice will be calculated at the employee's Salary at the date of cessation of employment.

- (e) Upon cessation of employment with the University, employees will be paid all accrued entitlements that are payable on cessation of employment including any accrued but untaken annual leave and the monetary value of any accrued but untaken time-in-lieu. Loadings and allowances will only be payable if they have been payable for a continuous period of twelve (12) months prior to the date of cessation of employment.



SCHEDULES

Schedule 1

Part A – Academic Employee Salary Rates

Part B – Professional Employee Salary Rates

Part C – Cadets, Trainees and Supported Wage Arrangements

Schedule 2

Casual Academic Employee Salary Rates

Schedule 3

Allowances

Schedule 4

Classifications Used by ACU for Academic and Professional Employees

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

Part B - DWM Descriptors for Professional Employees

Schedule 5

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

Part B - Application of Clauses of this Agreement to Teachers

Part C - Teacher Salary Rates

SCHEDULE 1 – PART A – ACADEMIC EMPLOYEE SALARY RATES

Salary Rates	Annual salary at 30 June 2025 (end of ACU Staff Enterprise Agreement 2022-2025)	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029		1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029	
	Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate
Academic Level A Increment 1	\$82,449	\$46.70	\$85,227.41	\$48.34	\$88,220.40	\$50.04	\$91,322.90	\$51.80	\$94,534.90	\$52.40	\$95,629.90
Academic Level A Increment 2	\$87,093	\$49.33	\$90,027.15	\$51.06	\$93,184.40	\$52.85	\$96,451.14	\$54.70	\$99,827.39	\$55.33	\$100,977.14
Academic Level A Increment 3	\$91,738	\$51.96	\$94,826.90	\$53.78	\$98,148.39	\$55.67	\$101,597.64	\$57.62	\$105,156.38	\$58.29	\$106,379.13
Academic Level A Increment 4	\$96,383	\$54.59	\$99,626.64	\$56.51	\$103,130.64	\$58.49	\$106,744.13	\$60.54	\$110,485.38	\$61.24	\$111,762.88
Academic Level A Increment 5	\$100,162	\$56.73	\$103,532.14	\$58.72	\$107,163.88	\$60.78	\$110,923.38	\$62.91	\$114,810.62	\$63.64	\$116,142.87
Academic Level A Increment 6	\$103,935	\$58.87	\$107,437.63	\$60.94	\$111,215.38	\$63.08	\$115,120.87	\$65.29	\$119,154.12	\$66.05	\$120,541.12
Academic Level A Increment 7	\$107,714	\$61.01	\$111,343.13	\$63.15	\$115,248.62	\$65.37	\$119,300.12	\$67.66	\$123,479.36	\$68.44	\$124,902.86
Academic Level A Increment 8	\$111,487	\$63.14	\$115,230.37	\$65.35	\$119,263.62	\$67.64	\$123,442.86	\$70.01	\$127,768.11	\$70.82	\$129,246.36
Academic Level B Increment 1	\$120,529	\$68.26	\$124,574.36	\$70.65	\$128,936.11	\$73.13	\$133,462.10	\$75.69	\$138,134.10	\$76.57	\$139,740.10
Academic Level B Increment 2	\$124,879	\$70.73	\$129,082.11	\$73.21	\$133,608.10	\$75.78	\$138,298.35	\$78.44	\$143,152.84	\$79.35	\$144,813.59
Academic Level B Increment 3	\$129,240	\$73.20	\$133,589.85	\$75.77	\$138,280.10	\$78.43	\$143,134.59	\$81.18	\$148,153.34	\$82.12	\$149,868.84
Academic Level B Increment 4	\$133,595	\$75.66	\$138,079.35	\$78.31	\$142,915.59	\$81.06	\$147,934.34	\$83.90	\$153,117.33	\$84.87	\$154,887.58
Academic Level B Increment 5	\$137,951	\$78.13	\$142,587.09	\$80.87	\$147,587.59	\$83.71	\$152,770.58	\$86.64	\$158,117.83	\$87.64	\$159,942.82
Academic Level B Increment 6	\$142,305	\$80.59	\$147,076.59	\$83.42	\$152,241.33	\$86.34	\$157,570.33	\$89.37	\$163,100.07	\$90.40	\$164,979.82
Academic Level C Increment 1	\$151,018	\$85.53	\$156,092.08	\$88.53	\$161,567.07	\$91.63	\$167,224.57	\$94.84	\$173,082.81	\$95.94	\$175,090.31

Academic Level C Increment 2	\$155,378	\$88.00	\$160,599.82	\$91.08	\$166,220.82	\$94.27	\$172,042.56	\$97.57	\$178,065.05	\$98.70	\$180,127.30
Academic Level C Increment 3	\$159,726	\$90.46	\$165,089.32	\$93.63	\$170,874.56	\$96.91	\$176,860.56	\$100.31	\$183,065.55	\$101.47	\$185,182.55
Academic Level C Increment 4	\$164,087	\$92.93	\$169,597.06	\$96.19	\$175,546.56	\$99.56	\$181,696.80	\$103.05	\$188,066.04	\$104.24	\$190,237.79
Academic Level D Increment 1	\$171,352	\$97.05	\$177,116.06	\$100.45	\$183,321.05	\$103.97	\$189,745.04	\$107.61	\$196,388.03	\$108.85	\$198,651.03
Academic Level D Increment 2	\$177,153	\$100.33	\$183,102.05	\$103.85	\$189,526.04	\$107.49	\$196,169.04	\$111.26	\$203,049.28	\$112.54	\$205,385.27
Academic Level D Increment 3	\$182,964	\$103.62	\$189,106.29	\$107.25	\$195,731.04	\$111.01	\$202,593.03	\$114.90	\$209,692.27	\$116.23	\$212,119.52
Academic Level D Increment 4	\$188,772	\$106.91	\$195,110.54	\$110.66	\$201,954.28	\$114.54	\$209,035.27	\$118.55	\$216,353.51	\$119.92	\$218,853.76
Academic Level E Increment 1	\$220,723	\$125.00	\$228,124.75	\$129.38	\$236,118.24	\$133.91	\$244,385.48	\$138.60	\$252,944.72	\$140.20	\$255,864.72

SCHEDULE 1 – PART B – PROFESSIONAL EMPLOYEE SALARY RATES

Salary Rates	Annual salary at 30 June 2025 (end of ACU Staff Enterprise Agreement 2022-2025)	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029		1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029	
	Indicative annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate
HEW Increment 1 ¹	\$60,425	\$34.23	\$62,469.68	\$35.43	\$64,659.68	\$36.68	\$66,940.93	\$37.97	\$69,295.17	\$38.41	\$70,098.17
HEW Increment 2 ¹	\$61,829	\$35.02	\$63,911.43	\$36.25	\$66,156.18	\$37.52	\$68,473.92	\$38.84	\$70,882.92	\$39.29	\$71,704.17
HEW Increment 3 ¹	\$63,241	\$35.82	\$65,371.43	\$37.08	\$67,670.93	\$38.38	\$70,043.42	\$39.73	\$72,507.17	\$40.19	\$73,346.67
HEW Increment 1 ²	\$64,925	\$36.77	\$67,105.18	\$38.06	\$69,459.42	\$39.40	\$71,904.92	\$40.78	\$74,423.42	\$41.25	\$75,281.17
HEW Increment 2 ²	\$66,338	\$37.57	\$68,565.17	\$38.89	\$70,974.17	\$40.26	\$73,474.42	\$41.67	\$76,047.67	\$42.15	\$76,923.67
HEW Increment 3 ²	\$68,024	\$38.53	\$70,317.17	\$39.88	\$72,780.92	\$41.28	\$75,335.92	\$42.73	\$77,982.16	\$43.23	\$78,894.66
HEW Increment 1 ³	\$69,709	\$39.48	\$72,050.92	\$40.87	\$74,587.67	\$42.31	\$77,215.67	\$43.80	\$79,934.91	\$44.31	\$80,865.66
HEW Increment 2 ³	\$71,404	\$40.44	\$73,802.92	\$41.86	\$76,394.42	\$43.33	\$79,077.16	\$44.85	\$81,851.16	\$45.37	\$82,800.16
HEW Increment 3 ³	\$73,090	\$41.40	\$75,554.92	\$42.85	\$78,201.16	\$44.35	\$80,938.66	\$45.91	\$83,785.66	\$46.44	\$84,752.91
HEW Increment 4 ³	\$74,794	\$42.36	\$77,306.92	\$43.85	\$80,026.16	\$45.39	\$82,836.66	\$46.98	\$85,738.41	\$47.53	\$86,742.15
HEW Increment 1 ⁴	\$77,089	\$43.66	\$79,679.41	\$45.19	\$82,471.66	\$46.78	\$85,373.41	\$48.42	\$88,366.40	\$48.98	\$89,388.40
HEW Increment 2 ⁴	\$79,079	\$44.79	\$81,741.66	\$46.36	\$84,606.91	\$47.99	\$87,581.65	\$49.67	\$90,647.65	\$50.25	\$91,706.15
HEW Increment 3 ⁴	\$81,092	\$45.93	\$83,822.16	\$47.54	\$86,760.40	\$49.21	\$89,808.15	\$50.94	\$92,965.40	\$51.53	\$94,042.15
HEW Increment 4 ⁴	\$83,391	\$47.23	\$86,194.66	\$48.89	\$89,224.15	\$50.61	\$92,363.15	\$52.39	\$95,611.65	\$53.00	\$96,724.89
HEW Increment 1 ⁵	\$85,739	\$48.56	\$88,621.90	\$50.26	\$91,724.40	\$52.02	\$94,936.40	\$53.85	\$98,276.14	\$54.47	\$99,407.64

HEW Increment 2	⁵	\$88,091	\$49.90	\$91,067.40	\$51.65	\$94,261.15	\$53.46	\$97,564.39	\$55.34	\$100,995.39	\$55.98	\$102,163.39
HEW Increment 3	⁵	\$90,462	\$51.24	\$93,512.90	\$53.04	\$96,797.89	\$54.90	\$100,192.39	\$56.83	\$103,714.64	\$57.49	\$104,919.14
HEW Increment 4	⁵	\$92,815	\$52.57	\$95,940.14	\$54.41	\$99,298.14	\$56.32	\$102,783.89	\$58.30	\$106,397.38	\$58.98	\$107,638.38
HEW Increment 1	⁶	\$95,170	\$53.90	\$98,367.39	\$55.79	\$101,816.64	\$57.75	\$105,393.63	\$59.78	\$109,098.38	\$60.47	\$110,357.63
HEW Increment 2	⁶	\$97,520	\$55.23	\$100,794.64	\$57.17	\$104,335.14	\$59.18	\$108,003.38	\$61.26	\$111,799.38	\$61.97	\$113,095.13
HEW Increment 3	⁶	\$99,872	\$56.57	\$103,240.14	\$58.55	\$106,853.63	\$60.60	\$110,594.88	\$62.73	\$114,482.12	\$63.46	\$115,814.37
HEW Increment 4	⁶	\$102,227	\$57.90	\$105,667.38	\$59.93	\$109,372.13	\$62.03	\$113,204.63	\$64.21	\$117,183.12	\$64.95	\$118,533.62
HEW Increment 1	⁷	\$105,212	\$59.59	\$108,751.63	\$61.68	\$112,565.88	\$63.84	\$116,507.87	\$66.08	\$120,595.87	\$66.84	\$121,982.87
HEW Increment 2	⁷	\$108,081	\$61.21	\$111,708.13	\$63.36	\$115,631.87	\$65.58	\$119,683.37	\$67.88	\$123,880.86	\$68.67	\$125,322.61
HEW Increment 3	⁷	\$110,955	\$62.84	\$114,682.87	\$65.04	\$118,697.87	\$67.32	\$122,858.87	\$69.68	\$127,165.86	\$70.49	\$128,644.11
HEW Increment 4	⁷	\$113,823	\$64.47	\$117,657.62	\$66.73	\$121,782.12	\$69.07	\$126,052.61	\$71.49	\$130,469.11	\$72.32	\$131,983.86
HEW Increment 1	⁸	\$116,706	\$66.10	\$120,632.37	\$68.42	\$124,866.36	\$70.82	\$129,246.36	\$73.30	\$133,772.35	\$74.15	\$135,323.60
HEW Increment 2	⁸	\$121,301	\$68.70	\$125,377.36	\$71.11	\$129,775.61	\$73.60	\$134,319.85	\$76.18	\$139,028.35	\$77.06	\$140,634.35
HEW Increment 3	⁸	\$125,879	\$71.29	\$130,104.11	\$73.79	\$134,666.60	\$76.38	\$139,393.35	\$79.06	\$144,284.34	\$79.97	\$145,945.09
HEW Increment 4	⁸	\$130,478	\$73.90	\$134,867.35	\$76.49	\$139,594.10	\$79.17	\$144,485.09	\$81.95	\$149,558.59	\$82.90	\$151,292.33
HEW Increment 1	⁹	\$135,360	\$76.66	\$139,904.35	\$79.35	\$144,813.59	\$82.13	\$149,887.09	\$85.01	\$155,143.08	\$85.99	\$156,931.58
HEW Increment 2	⁹	\$139,937	\$79.25	\$144,631.09	\$82.03	\$149,704.59	\$84.91	\$154,960.58	\$87.89	\$160,399.07	\$88.91	\$162,260.57
HEW Increment 3	⁹	\$144,538	\$81.86	\$149,394.34	\$84.73	\$154,632.08	\$87.70	\$160,052.32	\$90.77	\$165,655.07	\$91.82	\$167,571.32
HEW Minimum	¹⁰	\$146,269	\$82.84	\$151,182.83	\$85.74	\$156,475.33	\$88.75	\$161,968.57	\$91.86	\$167,644.32	\$92.92	\$169,578.81
HEW 10 Base 1		\$153,581	\$86.98	\$158,738.33	\$90.03	\$164,304.57	\$93.19	\$170,071.56	\$96.46	\$176,039.31	\$97.57	\$178,065.05
HEW 10 Base 2		\$160,894	\$91.12	\$166,293.82	\$94.31	\$172,115.56	\$97.62	\$178,156.30	\$101.04	\$184,397.80	\$102.21	\$186,533.05
HEW 10 Base 3		\$168,208	\$95.26	\$173,849.31	\$98.60	\$179,944.80	\$102.06	\$186,259.30	\$105.64	\$192,792.79	\$106.86	\$195,019.29

HEW 10 Base 4	\$175,521	\$99.40	\$181,404.80	\$102.88	\$187,755.79	\$106.49	\$194,344.04	\$110.22	\$201,151.28	\$111.49	\$203,469.03
HEW 10 Base 5	\$182,835	\$103.55	\$188,978.54	\$107.18	\$195,603.29	\$110.94	\$202,465.28	\$114.83	\$209,564.52	\$116.16	\$211,991.77
HEW 10 Base 6	\$190,148	\$107.69	\$196,534.03	\$111.46	\$203,414.28	\$115.37	\$210,550.02	\$119.41	\$217,923.01	\$120.79	\$220,441.51

SCHEDULE 1 – PART C – CADETS, TRAINEES AND SUPPORTED WAGE ARRANGEMENTS

Cadets

The University may employ eligible persons as cadets on a fixed-term basis. Cadets will receive the following percentage of the applicable rate specified in Schedule 1:

1st year 60%

2nd year 75%

3rd year 85%.

Trainees

The University may employ eligible persons on a fixed-term basis to be trainees (i.e. persons who undertake a structured program of paid work and training pursuant to a training agreement registered with the relevant State Training Authority). Trainees will receive the appropriate rate of pay specified in Schedule 1.

Supported wage arrangements

Employees who are eligible for a supported salary and who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates, provided that the minimum amount payable must be not less than \$113 per week (as amended by the Fair Work Commission from time to time).

Assessed Capacity	% of Prescribed Salary Rate	Assessed Capacity	% of Prescribed Salary Rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

SCHEDULE 2 – CASUAL ACADEMIC SALARY RATES

Casual academic salary rates will be adjusted at the same time and rate as those applying for full-time academic employees. The rates set out in this Schedule are hourly rates and are to be paid according to the hours worked. In the event an employee is employed to work for less than a full hour, then the rates are to be pro-rated accordingly. These rates will apply from the date of certification and are to be calculated using the following formulae:

Category of Activity	Formula for hourly rate	Reference point	30 June 2025 (end of ACU Staff Enterprise Agreement 2022- 2025)	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029	1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029
Lecturing and higher marking	$[(\$n/52)/37.5]+25\%$	Level B, Step 2	\$80.05060	\$82.75	\$85.65	\$88.65	\$91.76	\$92.82
Subject coordination or PhD	$[(\$n/52)/37.5]+25\%$	Level A, Step 6	\$66.62500	\$68.88	\$71.30	\$73.80	\$76.39	\$77.27
All other rates	$[(\$n/52)/37.5]+25\%$	Level A, Step 2	\$55.82880	\$57.71	\$59.73	\$61.83	\$64.00	\$64.74
Lecturing	Basic	Base x 3	\$240.15190	\$248.25	\$256.94	\$265.94	\$275.25	\$278.42
	Developed	Base x 4	\$320.20260	\$331.00	\$342.59	\$354.59	\$367.01	\$371.24
	Specialised	Base x 5	\$400.25320	\$413.75	\$428.24	\$443.23	\$458.75	\$464.03
	Repeat	Base x 2	\$160.10130	\$165.50	\$171.30	\$177.30	\$183.51	\$185.63
Tutoring	Normal rate	Base x 3	\$167.48650	\$173.13	\$179.19	\$185.47	\$191.97	\$194.18
	Co-ord/PhD rate	Base x 3	\$199.87500	\$206.64	\$213.88	\$221.37	\$229.12	\$231.76
	Repeat	Base x 2	\$111.65770	\$115.42	\$119.46	\$123.65	\$127.98	\$129.46
	Co-ord/PhD repeat	Base x 2	\$133.25000	\$137.76	\$142.59	\$147.59	\$152.76	\$154.52
Musical Accompanying + SES	Standard rate	Base x 2	\$111.65770	\$115.42	\$119.46	\$123.65	\$127.98	\$129.46
	Co-ord/PhD rate	Base x 2	\$133.25000	\$137.76	\$142.59	\$147.59	\$152.76	\$154.52

Clinical Nurse Education	Little prep	Base x 1.5	\$83.74330	\$86.57	\$89.60	\$92.74	\$95.99	\$97.10
	Co-ord/PhD rate	Base x 1.5	\$99.93750	\$103.32	\$106.94	\$110.69	\$114.57	\$115.89
	Normal	Base x 2	\$111.65770	\$115.42	\$119.46	\$123.65	\$127.98	\$129.46
	Co-ord/PhD repeat	Base x 2	\$133.25000	\$137.76	\$142.59	\$147.59	\$152.76	\$154.52
Marking	Standard	Base x 1	\$55.82880	\$57.71	\$59.73	\$61.83	\$64.00	\$64.74
	Co-ord/PhD rate	Base x 1	\$66.62500	\$68.88	\$71.30	\$73.80	\$76.39	\$77.27
	Significant	Base x 1	\$80.05060	\$82.75	\$85.65	\$88.65	\$91.76	\$92.82
	Co-ord/PhD rate	Base x 1	\$80.05060	\$82.75	\$85.65	\$88.65	\$91.76	\$92.82
Other Required Activity	Normal rate	Base	\$55.82880	\$57.71	\$59.73	\$61.83	\$64.00	\$64.74
	Co-ord/PhD rate	Base	\$66.62500	\$68.88	\$71.30	\$73.80	\$76.39	\$77.27

Formulae and Descriptors

The minimum wages paid to academic employees who are employed on a casual basis will be computed using the following formulae and descriptors:

Lecturing and Higher Marking Rate:

The base rate per hour is determined by reference to the second step of the full-time Level B scale and calculated as follows: $[(\$n/52)/37.5] + 25\%$

Full Subject/Unit Co-ordination or Possession of Relevant Doctoral Qualification:

The base rate per hour where the duties include full subject/unit co-ordination or the employee possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows: $[(\$n/52)/37.5] + 25\%$

All other rates (including tutoring rates not covered in 1.2):

The base rate per hour is determined by reference to the second step of the full-time Level A scale and calculated as follows: $[(\$n/52)/37.5] + 25\%$

Lecturing:

A casual employee required to provide a formal lecture (or equivalent delivery through other than face-to-face teaching mode) of one hour's duration with directly associated duties of administration, preparation, marking undertaken during the lecture, and incidental student consultation within 15 minutes prior to or following delivery, will be paid at a rate for each hour of lecture delivered, according to the following:

Type of Lecturing and associated working time assumed
Basic lecture (1 hour of delivery and 2 hours associated working time)
Developed lecture (1 hour of delivery and 3 hours associated working time)
Specialised lecture (1 hour of delivery and 4 hours associated working time)
Repeat lecture (1 hour of delivery and 1 hour associated working time)

The hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days, and any marking undertaken during the lecture, and student consultation.

Tutoring:

A casual employee required to provide a formal tutorial (or equivalent delivery through other than face-to-face teaching mode) of one hour's duration with directly associated duties of administration, preparation, marking undertaken during the tutorial, and incidental student consultation within 15 minutes prior to or following delivery, will be paid at a rate for each hour of tutorial delivered, according to the following:

Type of tutoring and associated working time assumed
Tutorial (1 hour of delivery and 2 hours associated working time)
Repeat tutorial (1 hour of delivery and 1 hour associated working time)

The hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days, and any marking undertaken during the tutorial, and student consultation.

Musical Accompanying with Special Educational Service:

For musical accompanying, the casual employee will be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered:

Musical accompanying with special educational service, and associated working time assumed

Musical accompanying (1 hour of delivery and 1 hour preparation time)
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For the purposes of this sub-clause, the term “musical accompanying with special educational service” means the provision of musical accompaniment to one or more students or employees in the course of teaching by another member of the academic employees in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or educational purposes, but does not include concert accompanying, vocal coaching or musical directing.

Undergraduate Clinical Nurse Education:

A casual employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered together with directly associated duties of administration, preparation, marking undertaken during the delivery, and incidental student consultation, as follows:

Type of undergraduate clinical nurse education and associated working time assumed
Little preparation required (1 hour of delivery and 0.5 hours associated working time)
Normal preparation time (1 hour of delivery and 1 hour associated working time)

For the purposes of this sub-clause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

Marking:

All marking other than that referred to in lecturing, tutoring and undergraduate clinical nurse education above will be paid according to the following table for all time worked:

Type of Marking
Standard marking
Marking requiring a significant exercise of academic judgment appropriate to an academic at Level B status, usually a supervising examiner

Other Required Academic Activity

A casual employee required to perform any other required academic activity as defined in this sub- clause will be paid at the appropriate hourly rate for each hour of activity delivered as required and demonstrated to have been performed.

For the purposes of this sub-clause, “**other required academic activity**” will include work that a person acting on behalf of the University, requires the employee to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions, etc;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject/unit guides and reading lists and basic activities associated with subject/unit coordination;
- development of open/distance learning materials;
- consultation with students;
- supervision;
- attendance at School and/or faculty meetings as required; and
- attendance and participation in training/orientation sessions and in professional development programs as required.

The above list is not intended to be exhaustive but is provided by way of examples and guidance.

SCHEDULE 3 - ALLOWANCES

Note: All allowances specified in this Schedule except for the overtime meal allowance are paid on a fortnightly basis based on the indicative per annum rate specified in this Schedule.

Allowance type	Eligibility	Period	Jun-25 (\$)	1-Jun-26 (\$)	30-Jun-27 (\$)	30-Jun-28 (\$)	30-Jun-29 (\$)	1-Oct-29 (\$)
				3.35%	3.50%	3.50%	3.50%	1.15%
Aboriginal and/or Torres Strait Islander Language Allowances	Employees who are required to use these languages in the course of their employment at Level 1. Level 1 is an introductory level. This level of proficiency is appropriate for employees who are capable of using minimal knowledge of language for the purpose of communication.	per annum	2,823.20	2,917.78	3,019.91	3,125.61	3,235.01	3,272.22
	Employees who are required to use these languages in the course of their employment at Level 2. Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading, and writing.	per annum	5,081.91	5,252.16	5,435.99	5,626.25	5,823.17	5,890.14
First Aid Allowance	An employee appointed by the University as a First Aid Officer (in addition to their substantive position) who possesses a current St John's Ambulance First Aid Certificate or equivalent qualification.	per annum	1,154.44	1,193.12	1,234.88	1,278.11	1,322.85	1,338.07
Occupational First Aid or a Senior First Aid Allowance	An employee appointed by the University as an Occupational First Aid Officer or a Senior First Aid Officer (in addition to their substantive position) who possesses the required qualifications.		1,655.89	1,711.37	1,771.27	1,833.27	1,897.44	1,919.27
Overtime meal allowance (To be aligned with ATO reasonable rates each year)	A meal allowance shall be paid where: - The employee is provided with less than twenty-four (24) hours' notice of the requirement to work overtime; - The employee works at least one and a half (1.5) hours authorised overtime before or after their ordinary hours for the day/shift; and - Such overtime is continuous with the employee's normal hours for the day/shift, except for any intervening meal break.	per meal	38.65	40.00	To be aligned with ATO Reasonable Rate	To be aligned with ATO Reasonable Rate	To be aligned with ATO Reasonable Rate	To be aligned with ATO Reasonable Rate

SCHEDULE 4 – CLASSIFICATIONS USED BY ACU FOR ACADEMIC AND PROFESSIONAL EMPLOYEES

PART A - Minimum Standards for Academic Levels (MSALS)

Introduction:

The Minimum Standards for Levels of Academic Employees, other than a casual, are set out in this Schedule. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic employees may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual employee development.

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

The MSAL's will not be used as a basis for claims for reclassification.

Teaching and Research Academic Employees:

Level A

A Level A academic will work with the support and guidance from more senior academic employees and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

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

Level B

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

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

Level C

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

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

Level D

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

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

Level E

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

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

Research-only Academic Employees (inclusive of Creative Disciplines)

Level A

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

A Level A research academic will normally work under the supervision of academic employees at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the 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 their field of expertise. The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

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

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

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

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

PART B - DWM DESCRIPTORS FOR PROFESSIONAL EMPLOYEES

This Schedule includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the descriptors.

A. DEFINITIONS

Definition 1: Supervision

Close supervision:

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision:

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction:

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction:

Direction is provided in terms of objectives which may require the planning of employees, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

Definition 2: Qualifications

Within the Australian Qualifications Framework:

Year 12:

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

Trade certificate:

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

Post-trade certificate:

A course of study over and above a trade certificate and less than a Certificate IV.

Certificates I and II:

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

Certificate III:

A course that provides a range of well-developed skills and is comparable to a trade certificate.

Certificate IV:

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

Diploma:

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

Advanced Diploma:

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

Degree:

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

Postgraduate Degree:

A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

Definition 3: Classification Dimensions

Task Level:

The type, complexity and responsibility of tasks typically performed by employees within each proposed classification level.

Judgement, Independence and Problem Solving:

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these three qualities applies at each proposed classification level.

Organisational Knowledge:

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Training Level:

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

Occupational Equivalent:

Occupations typically falling within each proposed classification level.

Typical Activities:

Activities typically undertaken by employees in different occupations at each of the proposed classification levels.

HIGHER EDUCATION WORKER LEVEL 1

Task Level:

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Judgement, Independence and Problem Solving:

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

Level of Supervision:

Close supervision or, in the case of more experienced employees working alone, routine supervision.

Organisational Knowledge:

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

Training Level or Qualifications:

Employees at the base of Level 1 would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational Equivalent:

Cleaner, Labourer, Trainee for Level 2 duties.

Typical Activities:

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

HIGHER EDUCATION WORKER LEVEL 2

Task Level:

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

Judgement, Independence and Problem Solving:

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at Level 2 will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Level of Supervision:

Routine supervision of straightforward tasks, close supervision of more complex tasks (see below).

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 2 will typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of Year 12 without work experience or an equivalent combination of experience and training.

Occupational Equivalent:

Clerk, Security Patrol Officer.

Typical Activities:

Clerical positions at this level may include duties involving the inward and outward movement of mail; keeping, copying, maintaining and retrieving records; straightforward data entry and retrieval.

Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

Task Level:

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

Judgement, Independence and Problem Solving:

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

Level of Supervision:

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 3 will typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate; or
- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training.

Persons advancing through Level 3 may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational Equivalent:

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Typical Activities:

In trades positions,

apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In Technical Assistant positions,

- assist a technical officer in operating a laboratory, including ordering supplies

- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to employees within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

Task Level:

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

Judgement, Independence and Problem Solving:

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

Level of Supervision:

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake standalone work.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work-related experience or a certificate level qualification with post-certificate relevant work experience; or,
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or,
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent:

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Typical Activities:

In trades positions,

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

In technical positions,

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

In library technician positions,

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements, administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

Task Level:

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

Judgement, Independence and Problem Solving:

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

Level of Supervision:

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other employees.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or

- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent:

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Typical Activities:

In technical positions,

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

In library technician positions, perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an outposted service.

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

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

Task Level:

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

Judgement, Independence and Problem Solving:

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

Level of Supervision:

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non- professional employees.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields;
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent:

Graduate or Professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Typical Activities:

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions,

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

Task Level

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

Judgement, Independence and Problem Solving:

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

Level of Supervision:

Broad direction. May manage other administrative, technical and/or professional employees.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 7 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education training.

Occupational Equivalent:

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

Typical Activities:

In a library, combine specialist expertise and responsibility for managing a library function;

In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school;

In research positions, acknowledged expertise in a specialised areas or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

Task Level:

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

Judgement, Independence and Problem Solving:

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Level of Supervision:

Broad direction. May manage other administrative, technical and/or professional employees.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of, or progress towards, postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent:

Researcher of national standing; manager; senior school or faculty administrator.

Typical Activities:

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 9

Task Level:

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

Judgement, Independence and Problem Solving:

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Level of Supervision:

Broad direction. Will manage other administrative, technical and/or professional employees.

Organisational Knowledge:

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

Training Level or Qualifications:

Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent:

Researcher of national or international standing; manager; senior school or faculty administrator.

Typical Activities:

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10

Task Level:

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

Judgement, Independence and Problem Solving:

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

Level of Supervision:

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

Organisational Knowledge:

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

Training Level or Qualifications:

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

- proven expertise in the management of significant human and material resources; and
- in some areas postgraduate qualifications and extensive relevant experience.

Occupational Equivalent:

Senior program, research or administrative manager.

Typical Activities:

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant employee and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE 5 – PART A – EDUCATION PATHWAYS – SALARY RATES AND CONDITIONS OF EMPLOYMENT FOR TEACHERS

1. DEFINITIONS

“**Education Pathways**” refers to the organisational unit so named at the time of the certification of this Agreement or replacement organisational unit.

“**Teacher**” is an employee of the University who is employed in accordance with the salary and conditions of employment set out in this Schedule. A teacher will perform teaching and related duties as set out in this Schedule in the Education Pathways programs specified in this Schedule.

Definitions in clause 1.3 of this Agreement also apply within this Schedule unless stated otherwise.

2. APPLICATION OF THIS SCHEDULE

- (a) This Schedule applies to teachers who perform teaching and related duties in the following programs offered by Education Pathways:
 - (i) Foundation studies program
 - (ii) Tertiary preparation programs
 - (iii) English language programs
 - (iv) Other non-award programs approved by the University to be offered by Education Pathways.
- (b) This Schedule does not apply to employees employed within Education Pathways to perform teaching and related duties in an award program at diploma level or above. Such an employee will be employed as an academic employee as defined in clause 1.3 of this Agreement.
- (c) This Schedule operates to the exclusion of the *Educational Services (Post-Secondary Education) Award 2020* and any other award or agreement that would otherwise apply to employees whose employment is regulated by this Schedule.

3. APPLICATION OF THIS AGREEMENT

Part B of this Schedule sets out the clauses of this Agreement that apply or do not apply to teachers covered by this Schedule.

4. DESCRIPTOR FOR A TEACHER

A teacher will teach and deliver program content in a classroom or online format and undertake assigned related duties.

Teachers will possess the minimum relevant qualifications and teaching experience required for the program and in accordance with applicable national accreditation standards in force from time to time.

Tasks and Skills

- A teacher will possess the requisite skills to perform a range of duties such as:
- delivering unit content in a classroom setting or online;
- preparing unit content for delivery in a classroom or online;
- development of learning and teaching materials and assessment items;
- assessing exams, essays and assignments and relaying results to students;
- consulting with students;
- contributing to curriculum design for programs;
- participating in approved projects;
- completing administrative tasks associated with program delivery;
- participation in meetings, professional development.

5. EMPLOYMENT TYPES

Teachers may be employed on the following employment types:

- (a) Full-time employment refers to employment other than part-time, fractional or casual and may be on a fixed-term or continuing basis. A full-time teacher will be engaged to work for 35 hours per week. However, for the purpose of determining the number of hours worked by a teacher each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation.

- (b) Part-time employment means employment for less than the normal ordinary weekly hours (or face-to-face teaching load) specified for a full-time teacher, for which all entitlements are paid on a pro rata basis calculated by reference to the time worked.

Part-time employment may be on a continuing or fixed term basis.

- (c) Fractional employment means employment on a full-time or part-time basis for a specified period or periods of not less than 4 weeks or more than 40 weeks in any calendar year, for which all entitlements are paid on a pro rata basis at the same rate applicable for a part-time or full-time teacher with the same qualifications, experience and teaching load.

Fractional employment may be on a continuing or fixed term basis and may be for full-time or part-time weekly hours.

- (d) Casual employment is engagement by the hour and is paid a rate on either an hourly basis or daily basis, and including a 25% loading, as set out in Part C of this Schedule. The 25% loading is in compensation for the casual nature of the appointment and all paid leave entitlements which casual employees are not eligible to receive; including but not limited to personal leave, public holidays, annual leave, long service leave (other than where, in accordance with the Fair Work Act 2009, an applicable award or a State Act provides an entitlement) and annual leave loading.

6. EMPLOYMENT CATEGORIES

Full-time, part-time or fractional teachers may be employed on continuing or fixed term basis as defined below:

- (a) **Continuing employment** means employment with no specified end date and is employment other than fixed-term or casual. Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- (b) **Fixed-term** employment means employment for a specified period. A fixed term appointment will normally be for one year or more except may be for a lesser period in the following circumstances:
 - (i) to perform a specific task or project which is expected to be completed within a period of less than one year; or
 - (ii) to replace an employee who is either on authorised leave; or
 - (iii) to perform the duties of the position which is vacant while the usual occupant is on secondment or higher duties or for which recruitment action has commenced.
- (c) Subject to the employee's satisfactory conduct and performance, where an equivalent position exists at the expiry of the employee's period of engagement, the University will offer a further engagement to the employee. Where practicable, notice of re-engagement will be given at least two (2) weeks before the expiry of the current engagement and the employee will give one week's notice of acceptance to the University.

7. CONVERSION FROM CASUAL EMPLOYMENT

A casual teacher may have a right to apply for conversion from casual employment to full-time, part-time or fractional employment in accordance with the National Employment Standards.

8. MANAGING FOR PERFORMANCE EXCELLENCE

Probation

- (a) A teacher, other than a casual teacher, may be required to complete a period of probationary employment of up to six (6) months. The performance requirements during probation will be directly related to the nature of the work to be carried out.
- (b) The teacher and their nominated supervisor will meet during the probationary period to discuss the teacher's performance.
- (c) The nominated supervisor will make a written recommendation regarding the confirmation or non-confirmation of the employee's appointment and provide it to the delegated officer for consideration and decision.
- (d) Where the delegated officer has approved the recommendation for confirmation of appointment, a copy of the approval is provided to the employee by the nominated supervisor and a copy forwarded to Human Resources for updating the employee record and placement on the employee's personal file.
- (e) In cases where non-confirmation is recommended, the employee's supervisor will provide that recommendation and any material on which that recommendation is based to the employee ten (10) working days before the end of the employee's probation. The employee will have five (5) working days to provide a response to that recommendation. The Member of the Executive will refer the matter (including any response provided by the employee) to the relevant Member of the Senior Executive for decision.

Development and Performance

Teachers and their nominated supervisor will participate in the University's development and performance process, at least on an annual basis, in accordance with clause 6.6 of this Agreement.

Study Time and Financial Assistance to Support Study

- (a) The University encourages the personal commitment of teachers to continuous learning. Continuing and fixed-term teachers undertaking further education courses are eligible for:
 - (i) study time in the form of paid leave of up to 130 hours per calendar year (pro rata for part-time employees) for attendance at lectures and other requirements (e.g. assignments, exam preparation, travel time and practicals) for the period of the study; and
 - (ii) financial assistance of up to 50% of the cost of each unit, pro-rata for other than full- time employment fraction, may be provided.
- (b) The support outlined above is subject to the following conditions:
 - (i) the course of study is to assist their development, and the course satisfies the needs of the University,
 - (ii) approval of requests for study time is subject to the requirement that University operational and customer service needs are appropriately met. Agreement will not be unreasonably withheld,
 - (iii) approval of financial assistance is subject to evidence of completion of each unit,
 - (iv) the unused portion of any study leave provided under this clause does not accrue, and
 - (v) study time and financial assistance will be in line with this Agreement and with the University's policy for Study Support.

9. HOURS OF WORK

The normal ordinary hours of work for a teacher will be 35 hours per week. Teachers are entitled to the following breaks:

- (a) an unpaid meal break of at least 30 minutes after five (5) hours of work. 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.
- (b) Two (2) paid 10-minute rest breaks on each day as follows:
 - (i) one 10-minute break between the time of starting work and the usual meal break; and
 - (ii) a second 10-minute break between the usual meal break and the time of finishing work.

Teachers are entitled to flexible work arrangements in accordance with clause 4.1 of this Agreement.

10. SALARIES

The salary payable to full-time and casual teachers covered by this Schedule will be in accordance with Part C of this Schedule. The salaries are applied on a pro-rata basis for part-time and fractional teachers. The salary increases specified in clause 3.3 of this Agreement apply.

The minimum period of engagement for casual teachers is two (2) hours.

Casual teachers will receive payment for all work which the University requires them to perform.

11. HIGHER DUTIES ALLOWANCE

A teacher who is assigned responsibilities or duties which warrant the payment of a higher duties allowance will be paid a higher duties allowance. All allowances will attract University superannuation contributions.

If a teacher is assigned responsibilities or duties which warrant payment of a higher duties allowance, the teacher will receive an allowance if the period during which the employee performs those duties is not less than fifteen (15) weeks.

12. INCREMENTAL PROGRESSION

A teacher will normally achieve progression to the next incremental step of the salary rates detailed in Part C of this Schedule 5, following each twelve (12) months of paid service. The employee must be able to demonstrate that they have met the necessary performance outcomes and expected levels of achievement for incremental progression to the next salary step, as assessed by the employee's supervisor following a performance review carried out in accordance with the University's procedures. An increment will not be withheld other than in accordance with the University's policy and procedures for Incremental Progression.

Casual teachers are also eligible for incremental progression in accordance with this clause:

- if they have performed casual work for the University in 26 weeks or more of the previous 12 months; and
- they are engaged or re-engaged by the University in the same or substantially similar role.

13. LEAVE

Leave for teachers is in accordance with the leave entitlements set out in Section 5 of this Agreement. In the case of long service leave, sub-clause 5.5(b) (Planning and Taking of Long Service Leave) will apply to teachers.

14. TERMINATION OF EMPLOYMENT

Employment is terminable:

- by the resignation or retirement of the employee,
- by the abandonment of employment by the employee,
- by the position being declared redundant where the employee is not redeployed,
- by the employee's employment being otherwise terminated by the University in accordance with the relevant provisions of this Agreement, or
- by the death of an employee.

SCHEDULE 5 – PART B – APPLICATION OF CLAUSES OF THIS AGREEMENT TO TEACHERS

This Part sets out the clauses of this Agreement that apply or do not apply to teachers covered by this Schedule 5.

The provisions of the clauses that apply do so as though they refer to teachers.

Clauses that apply to teachers		Clauses that do not apply to teachers (refer to Schedule 5 Part A for relevant arrangements)	
Section 1: Agreement Arrangements			
1.1	Title		
1.2	Agreement Arrangements and Contents		
1.3	Interpretation		
1.4	Definitions		
1.5	Application of the Agreement		
1.6	Duration of the Agreement		
1.7	Relationship with NES, Awards, Certified Agreements and Policies		
1.8	Availability of Agreement		
1.9	Intellectual Freedom		
1.10	Dispute Settlement Procedure		
1.11	Principles of Consultation at ACU		
1.12	Union Rights		
Section 2: Employment Relationship and Related Matters			
2.1	Terms of Engagement	2.2	Employment Types
2.3(d)(viii) Conversion from Fixed-Term to Continuing Employment		2.3	Employment Categories (excluding clause 2.3(d)(viii) Conversion from Fixed-Term to Continuing Employment)
2.6	Aboriginal and/or Torres Strait Islander Peoples Employment	2.4	Casual Employment
2.7	Transfers	2.5	Casual Employees – Conversion to Permanent Employment
Section 3: Salaries and Related Matters			
3.3	Salaries	3.1	Academic Employees Position Classifications
3.4	Payment of Salaries	3.2	Professional Employees Position Classifications
3.5	Annual Leave Loading	3.6	Incremental Progression
3.8	Superannuation	3.7	Supported Wage and Traineeships
3.9	Reimbursement of Expenses		
3.10	Allowances		
Section 4: Hours of Work and Related Matters			
4.1	Work-Life Arrangements	4.2	Working Arrangements – Academic Employees
		4.3	Working Arrangements – Professional Employees
Section 5: Leave Entitlements			
5.1	Application of Leave Provisions to Full-Time, Fractional and Part-Time Employees		
5.2	Recreation Leave		
5.3	Personal Leave		
5.4	Parental Leave		
5.5	Long Service Leave		
5.6	Community Service Leave		
5.7	Australian Defence Force Reserves Leave		
5.8	Aboriginal and/or Torres Strait Islander Cultural and		

Ceremonial Leave 5.9 Compassionate Leave 5.10 Provisions to Support the Victims of Family, Domestic or Intimate Partner Violence 5.11 Leave Without Pay 5.12 Extraordinary Leave	
Section 6: Performance Development and Management	
6.1 Induction 6.3 Investing in Employee Professional Development 6.6 Ongoing Professional Development for All Employees 6.7 Performance Management, Discipline and Termination Provisions 6.8 Managing Unsatisfactory Performance 6.9 Action to Address Misconduct or Serious Misconduct 6.10 Managing Ill-Health	6.2 Probationary Employment 6.4 Study Time and Financial Assistance to Support Study 6.5 Benefits for Academic Employees
Section 7: Consultation and Change	
7.1 Principles 7.2 Job Security 7.3 Changes to Rosters or Hours of Work 7.4 Major Change 7.5 Notice of Redundancy 7.6 Redeployment 7.7 Calculation of Severance Payments 7.8 Voluntary Early Retirement 7.9 Redundancy Review	
Section 8: Other Matters	
8.1 Individual Flexibility Arrangements 8.2 Use of Artificial Intelligence 8.3 Independent Review 8.4 Workplace Bullying and Harassment 8.5 Disability and Lived Experience 8.6 Cessation of Employment	
Schedules	
Schedule 3 Schedule 5	Schedule 1 Schedule 2 Schedule 4

SCHEDULE 5 – PART C – TEACHER SALARY RATES

Teachers will be appointed at a specified salary step 1 to 9:

- based on an assessment of their qualifications and experience consistent with the Educational Services (Post-Secondary Education) Award 2020 as captured by the ACU Teachers Steps; and
- as approved by the relevant Senior Manager and Director, Education Pathways. The latter is currently the Member of the Executive (being the relevant delegate for the approval of all employee appointments for Education Pathways).

Transitional arrangements:

- All teachers employed by the University at the commencement of this Agreement will receive payment in accordance with Teacher Step 9.

Teacher Annual Salary Rates – Full-time

Classification	Annual salary at 30 June 2025 (end of ACU Staff Enterprise Agreement 2022-2025)	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028		3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029		1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029	
		Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate	Hourly Rate	Indicative Annual Rate
Teacher Step 1	\$72,234.15	\$40.92	\$74,678.92	\$42.36	\$77,306.92	\$43.85	\$80,026.16	\$45.39	\$82,836.66	\$45.92	\$83,803.91
Teacher Step 2	\$75,155.87	\$42.57	\$77,690.16	\$44.06	\$80,409.41	\$45.61	\$83,238.16	\$47.21	\$86,158.16	\$47.76	\$87,161.90
Teacher Step 3 *	\$77,103.57	\$43.67	\$79,697.66	\$45.20	\$82,489.91	\$46.79	\$85,391.66	\$48.43	\$88,384.65	\$48.99	\$89,406.65
Teacher Step 4	\$78,876.91	\$44.68	\$81,540.91	\$46.25	\$84,406.16	\$47.87	\$87,362.65	\$49.55	\$90,428.65	\$50.12	\$91,468.90
Teacher Step 5	\$80,824.76	\$45.78	\$83,548.41	\$47.39	\$86,486.66	\$49.05	\$89,516.15	\$50.77	\$92,655.15	\$51.36	\$93,731.90
Teacher Step 6	\$82,781.73	\$46.88	\$85,555.91	\$48.53	\$88,567.15	\$50.23	\$91,669.65	\$51.99	\$94,881.65	\$52.59	\$95,976.64
Teacher Step 7	\$85,308.31	\$48.32	\$88,183.90	\$50.02	\$91,286.40	\$51.78	\$94,498.40	\$53.60	\$97,819.89	\$54.22	\$98,951.39
Teacher Step 8	\$87,660.42	\$49.65	\$90,611.15	\$51.39	\$93,786.65	\$53.19	\$97,071.64	\$55.06	\$100,484.39	\$55.70	\$101,652.39
Teacher Step 9	\$89,736.81	\$50.83	\$92,764.65	\$52.61	\$96,013.14	\$54.46	\$99,389.39	\$56.37	\$102,875.14	\$57.02	\$104,061.39

Teacher Salary Rates – Casual Daily Rates

Classification	Casual Daily Rates Effective from commencement of the Agreement	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029	1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029
Teacher Step 1	\$345.95	\$357.54	\$370.06	\$383.02	\$396.43	\$400.99
Teacher Step 2	\$359.94	\$372.00	\$385.02	\$398.50	\$412.45	\$417.20
Teacher Step 3 *	\$369.27	\$381.65	\$395.01	\$408.84	\$423.15	\$428.02
Teacher Step 4	\$377.76	\$390.42	\$404.09	\$418.24	\$432.88	\$437.86
Teacher Step 5	\$387.09	\$400.06	\$414.07	\$428.57	\$443.57	\$448.68
Teacher Step 6	\$396.47	\$409.76	\$424.11	\$438.96	\$454.33	\$459.56
Teacher Step 7	\$408.56	\$422.25	\$437.03	\$452.33	\$468.17	\$473.56
Teacher Step 8	\$419.83	\$433.90	\$449.09	\$464.81	\$481.08	\$486.62
Teacher Step 9	\$429.77	\$444.17	\$459.72	\$475.82	\$492.48	\$498.15

Teacher Salary Rates – Casual Hourly Rates

Classification	Casual Hourly Rates Effective from commencement of the Agreement	3.35% increase Effective from the beginning of the first full pay commencing on or after 1 June 2026	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2027	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2028	3.5% increase Effective from the beginning of the first full pay commencing on or after 30 June 2029	1.15% increase Effective from the beginning of the first full pay commencing on or after 1 October 2029
Teacher Step 1	\$69.19	\$71.51	\$74.02	\$76.62	\$79.31	\$80.23
Teacher Step 2	\$71.99	\$74.41	\$77.02	\$79.72	\$82.52	\$83.47
Teacher Step 3 *	\$73.86	\$76.34	\$79.02	\$81.79	\$84.66	\$85.64
Teacher Step 4	\$75.55	\$78.09	\$80.83	\$83.66	\$86.59	\$87.59
Teacher Step 5	\$77.41	\$80.01	\$82.82	\$85.72	\$88.73	\$89.76
Teacher Step 6	\$79.29	\$81.95	\$84.82	\$87.79	\$90.87	\$91.92
Teacher Step 7	\$81.72	\$84.46	\$87.42	\$90.48	\$93.65	\$94.73
Teacher Step 8	\$83.96	\$86.78	\$89.82	\$92.97	\$96.23	\$97.34
Teacher Step 9	\$85.95	\$88.83	\$91.94	\$95.16	\$98.50	\$99.64