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**Sent:** Tuesday, 30 August 2016 5:59 PM

**To:** Chambers - Johns C; Catherine Pugsley; Shannon, Allison; Stuart Pill

**Cc:** Renee Veal

**Subject:** AM2015/6 Documents which NTEU may put to AHEIA witnesses Andrew Vann and Peter Coaldrake, and Go8 Witness Simon Biggs appearing on Wednesday 31 August

**Importance:** High

Dear Associate,

Please find attached documents which NTEU may put to employer witnesses appearing tomorrow.

They should not be posted to the Amod website before the relevant witnesses have appeared.

The documents are as follows:

**Simon Biggs**, appearing in **Brisbane**:

- UQ Academic Workloads Tool – Staff User Guide
- UQ EBA Extract re Academic Workloads

**Andrew Vann**, appearing in **Sydney**:

- CSU EBA 2013-2016 extracts
- CSU Academic Staff Promotion Policy
- CSU Code of Conduct

**Peter Coaldrake**, appearing in **Brisbane**:

- QUT EBA extract headed Part B Classification and Remuneration

Please make copies of these documents available in the hearing rooms in Brisbane and Sydney as relevant.

Thanks for your assistance.

Linda Gale

**Senior Industrial Officer**

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# *UQ Academic Workloads Tool*

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## *Staff User Guide*

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## Introduction

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The UQ Academic Workloads Tool has been developed at University level to assist schools in making consistent and transparent decisions about workload allocation by providing Head of School with a set of data on academic teaching, research, service and engagement activities.

UQ is committed to a transparent system to ensure that academic workloads are allocated fairly and distributed equitably among staff, taking into account reasonable consideration of family and personal responsibilities. The Workloads Tool is designed to provide sufficient information to allocate workload on the basis of consultation within the School and effectively respond to the relevant obligations under the Enterprise Agreement. Schools will be able to provide a clear and transparent set of information to staff about activities undertaken and workload allocation across the School. The tool has sufficient flexibility to enable schools to apply relative weightings to different activities, according to the needs of Schools, in order to reflect their own specific disciplinary practices and priorities.

It should be noted that this is a tool to assist schools in allocating workloads, not a management decider. Further, while it provides schools with a set of metrics and up-to-date data feeds, schools still need a policy on how it should be implemented and what value should be placed on each activity.

## Development of the tool

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Senior Deputy Vice-Chancellor is the Project Sponsor and business owner of this system. The tool has been developed by Information Technology Services (ITS) with oversight from a Steering Committee involving a range of senior representatives from across relevant areas.

The tool is broadly based on a model which was deployed by the Faculty of Social and Behavioural Sciences for some years. The Workloads Tool has been piloted in a number of Schools during 2012 and 2013, and now a larger number of schools are using the tool to plan academic workloads for 2014.

## Who can see your workloads?

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You can see what activities have been included in the calculation of your workload and how it relates to the distribution of workloads across the School. You can only see the specific details of your own activity, with a de-identified distribution chart and unit, level and role averages to assist you in assessing your comparative workload.

School management and authorised administrators can see the workload details of all staff within their school.

## Source of data

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The tool is populated with data from existing UQ data sources where possible. Where reliable University data sources do not exist, such as who marks assignments for a course, your school manager (or authorised delegate) will enter the information directly into the tool.

Teaching, Service, Engagement and Special Circumstances points are based on the workload year's activities, while Research and Teaching Scholarship points – activities for which are difficult to track actual time spent – are based on the outcomes for the last three years plus the workload year's outcomes to date.

## Project Design Principles, and Metrics

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The Academic Workloads Tool Steering Committee has endorsed the following Academic Workload Tool Design Principles:

1. The Workload Tool will be consistent with requirements set out by the University of Queensland Enterprise Agreement for the monitoring and management of workloads for paid academic staff on fixed-term and continuing appointments.
2. The workloads system must capture comprehensive academic activity in the following major dimensions: Teaching, Teaching Scholarship, Research, Engagement (external), Service (internal). Special circumstances, including the Early Career status of junior academic staff, may also be recognised.
3. The workloads of academic staff will be managed at the level of the School, Institute, University Centre or Faculty Centre (referred to as academic units).
4. The workloads of academic staff will be measured using a framework defined at the University level. Academic units can configure workload weightings and parameters within boundaries set at the University level, allowing workload metrics to be tailored to account for diverse discipline and operational requirements.
5. Workload metrics will be based on objective evidence drawn from authoritative University systems on a regular basis where possible.
6. Workload metrics will be based on evidence of current or planned activity, with the exception of RHD completion, publication and grant related metrics in the Research and Teaching Scholarship dimensions, which will be based on recent years' outcomes.
7. Workload metrics will be designed to recognise balanced and valued contributions to the academic units' objectives and to avoid perverse incentives. The balance of workload across different dimensions will reflect the different expectations of the range of academic appointment types, e.g., Teaching and Research, Teaching Focused, Research Only, and Clinical Academic. These expectations may be expressed as minimum and/or maximum workload thresholds in some dimensions. The balance of workloads may vary between individuals and over time, and will in all cases reflect activities valued by the unit and the University.
8. Workload metrics will be transparent, with simple (as possible) workload derivation rules.
9. De-identified and comparative workload metrics for all academic staff will be available for viewing by peers within their academic unit.
10. Results for fractional appointments will be expressed as a full-time equivalent workload so that they are comparable across the academic unit.

The metrics for calculating the workloads are detailed in the Metrics Guide, available under the Help menu in the Workloads Tool. The metrics are hard-coded into the Tool, but most parameters can be adjusted by each School.

## Planning and Dynamic Mode

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The tool has two 'modes': Planning and Dynamic.

Planning mode is similar to preparing a budget for the year. There are some bits of information that can be manually entered or overridden by the school admin in Planning mode as planning usually takes place before some information is available in the upstream data sources:

- course co-ordinators can be added and removed on the course planner page directly
- expected/potential RHD students can be listed before they officially enrol
- student enrolment-based metrics use the number of students you expect to enrol in the course

After confirming with school admins, the tool switches to dynamic mode on a date close to the start of semester 1. Dynamic mode is very similar to Planning mode, except the tool will only use upstream data where possible:

- Course co-ordinator roles can only be given to those listed in SI-net
- RHD Advising is only based on those officially enrolled
- Metrics based on student numbers (course co-ordination and marking) will use current enrolled numbers at the start of the teaching period.

In addition, a snapshot is taken at the end of the Planning mode for comparison throughout the year.

## Calculating the UQ Academic Workloads Tool model

The tool allocates workload under six dimensions:

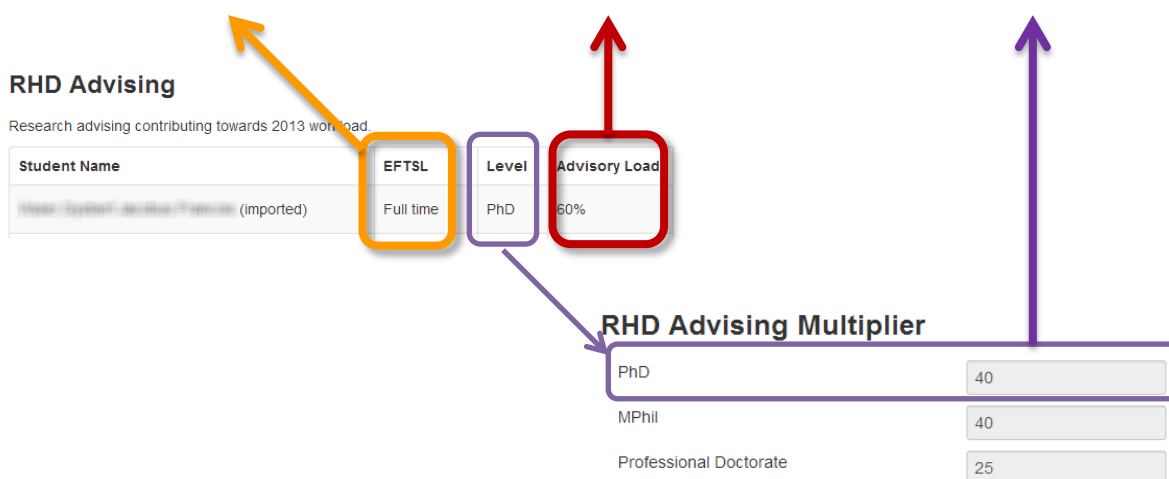
- Teaching
- Teaching Scholarship
- Research
- Service
- Engagement
- Special Circumstances

The workload in each dimension is measured via one or more metrics (see the Metrics Guide for more detail). Each metric is linked to an activity or outcome, and converts those activities or outcomes to points. The metrics attempt to minimise discretionary or arbitrary allocation of workload points, leveraging authoritative corporate data (such as SI-net, eSpace and ResearchMaster) to apply a consistent set of rules wherever possible. Each metric generates points based on:

- Parameters or weightings that have default values set by the University, but may be overridden by the school in most cases; and
- Data values taken from records in relevant authoritative corporate systems – the UQ Academic Workloads Tool is itself authoritative for some data.

As an example of how points are generated, below is the RHD Supervision metric:

$$[\text{Student EFTSL}] \times [\text{Supervision Responsibility \%}] \times [\text{RHD Supervision Multiplier}]$$



1. The **[Student EFTSL]** value is set by the student’s EFTSL as recorded in SI-net and imported into the tool: Full time = 1, Part time = 0.5, Out of load = 0.
2. The **[Supervision Responsibility %]** is set by the advisor’s load as recorded in SI-net.
3. The **[RHD Supervision Multiplier]** takes the level data from SI-net and looks up what value has been set in the parameters. This is the value that can be adjusted by each school’s administrators to accurately reflect the workload requirements in their school.

In the above example, **[Student EFTSL] × [Supervision Responsibility %] × [RHD Supervision Multiplier]**  
 = **[1] × [60%] × [40]**  
 = 24 points.

Metrics based on **workload year activity** (eg: class contact, RHD advising, Service and Engagement) earn points based on the actual activity.

Metrics based on **historical outcomes** (eg: research grants, publications, etc) earn points based on the outcomes, which are then averaged over three years plus the workload year-to-date.

## Accessing the Workloads Tool

The UQ Academic Workloads Tool is available online via:

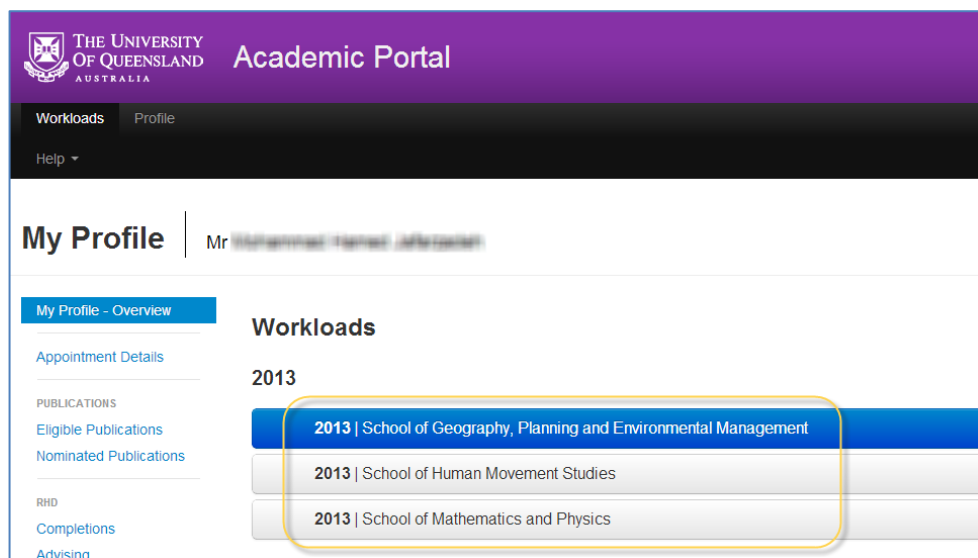
<http://academicportal.app.uq.edu.au/>

The will work in the most recent browsers and operating systems, but will work best using Chrome or Firefox browsers.

The UQ Academic Workloads Tool is part of the Academic Portal, which includes UQ Researchers. To view your Workload, click on the Workloads link at the top of the page:



Workload profiles are recorded separately for each school and each year. If you work for two separate schools that are using the Workloads tool, or have more than one year of workloads recorded, you will need to select which profile to view:

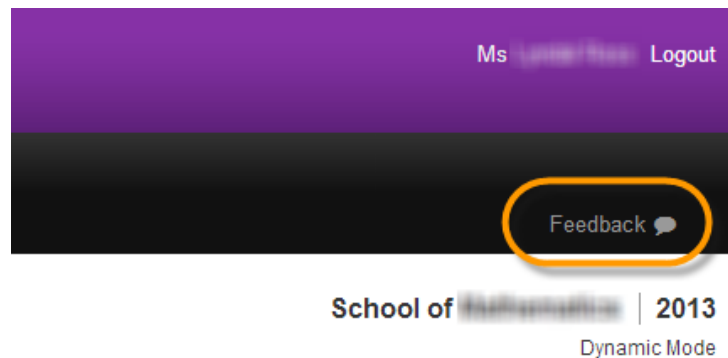


**Note:** The tool remembers which profile you last viewed and will return to it each time you log in.

## Sending Feedback and Fixing Information

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Your school's workloads are managed entirely within the school. The first point of contact should be your School Manager (or nominated workloads administrator). At the top right of your screen is a Feedback link:



This will open a form for you to fill out to alert your administrators of any issues with the information in the tool.

Information on where the information comes from is listed in the following pages. Please refer to the relevant section for more detail.

If you have suggestions for improving the tool, please send them to your School Manager who will forward them to the Workloads Project Team.

## On-screen help text

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On-screen help is being progressively populated throughout the tool. Where this help is available, a "More information ..." link will be displayed on the page:



Clicking on "More information ..." will expand the help text for when you need it, and hide it away when you're done.



## Sections of the Tool

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The menu on the left of your screen will take you to each of the sections of your Workloads Profile. Each section is covered in more detail on the following pages.

# My Profile

## My Profile - Overview

### Appointment Details

#### PUBLICATIONS

### Eligible Publications

### Nominated Publications

#### RHD

### Completions

### Advising

#### TEACHING

### Course Contributions

### Curriculum Review and Design

#### GRANTS

### Eligible Grants

#### OTHER

### Service and Engagement

### Special Circumstances

#### REPORTS

### Staff Report

#### HELP

### Metrics Guide

### Staff Guide

**My Profile – Overview:** Select which School and Year profile you wish to view. System notifications (such as outages or updates) are posted on this page.

**Appointment Details:** Contains a summary of your appointment history at UQ.

**Eligible Publications:** List of all your eligible Research and Teaching Scholarship publications that count towards your workload.

**Nominated Publications:** Form for you to nominate Teaching Scholarship publications (such as Text Books) to count towards your workload.

**Completions:** List of all RHD Completions that count towards your workload.

**Advising:** List of all current RHD Advising students.

**Course Contributions:** List of all Teaching Activity, Marking, Cross-Campus Teaching and Course Co-ordination that has been assigned to you.

**Curriculum Review and Design:** List of the Curriculum Review and Design roles that have been assigned to you.

**Eligible Grants:** List of eligible Research and Teaching Scholarship grants that count towards your workload.

**Service and Engagement:** List of the Service and Engagement roles that have been assigned to you.

**Special Circumstances:** List of any allowances granted to you based on your eligibility for the Early Career Allowance, Pre-UQ Research Allowance, Extended Absences Allowance or SSP. Also lists your leave records for the year.

**Staff Report:** Summary and comparison report of your overall workload, including points breakdowns for each dimension, metric and activity.

**Metrics Guide:** Document containing all of the workloads metrics and information on the data sources and calculations.

**Staff Guide:** This document.

## Appointment Details

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This section shows your appointment details, as well as the FTE, Role and Level on which the contextual averages are based:

### Appointment

#### Details

FTE	Role	Level	Location
1.00	Teaching and Research	Level C	St Lucia

#### Appointment History

Title	Role	Unit	Type	FTE	Level	Date
Senior Lecturer (current)	Teaching and Research	<a href="#">View Details</a>	Continuing Employment	1	Level C	01/01/2011 -
Lecturer	Teaching and Research	<a href="#">View Details</a>	Continuing Employment		Level B	<a href="#">01/01/2008 - 31/12/2008</a>
Lecturer	Teaching and Research	<a href="#">View Details</a>	Continuing Employment		Level B	<a href="#">01/01/2008 - 31/12/2007</a>

#### *How do I fix missing or incorrect information?*

Records on this page come from Aurion. If information displayed here is incorrect, please report this to your workloads administrator to correct with HR.

## Eligible Publications

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This section displays a list of all your eligible Research and Teaching Scholarship publications that count towards your workload.

Title	Publication Year	Publication Type	Ranking	# Authors
<a href="#">Title of your journal article, book chapter, conference paper, etc. (eSpace)</a>	2011	Refereed Journal Article	A	2
<a href="#">The Journal of Management Studies: An International Journal (eSpace)</a>	2011	Refereed Journal Article	B	2

Research Publications must follow the below guidelines to count towards your workload:

- Listed in eSpace and attached to your eSpace profile
- Published in the workloads year, or the three years prior.
  - For 2014, this will include 2011-2013 plus 2014 year-to-date.
- Classified as either a Book (A1), Book Chapter (B1), Refereed Journal Article (C1) or Conference Paper (E1).

Teaching Scholarship Publications must be nominated and approved by your workloads administrator to count towards your workload. See the next section for details.

### *How do I fix missing or incorrect information?*

Information on this page comes from eSpace.

For Research Publications: add missing publications or request corrections in eSpace by either contacting the [Unit Publications Officer](#) for your school, or submitting the changes yourself by [logging into your eSpace profile](#).

For Teaching Scholarship Publications: please see the next section for nominating publications for inclusion. Teaching Scholarship publications must be approved by a workloads administrator to be listed on this page.

## Nominated Publications

This page contains a form for you to nominate Teaching Scholarship publications (such as Text Books) to count towards your workload.

To nominate a Teaching Scholarship publication to contribute towards your workload:

1. Search for the publication title.

### Nominated Teaching Scholarship Publications

Nominated publications are reviewed by your unit administrator to be included as part of your teaching scholarship workload.

2. Select the correct publication.

Any publications already included as Research Publications will be excluded from this list.

### New Nomination

Nominate by first searching for a non-research publication by title or eSpace PID. Publications which you have nominated will not appear in the search results. Your research publications are already listed on the [Eligible Publications](#) page.

Search: Analysis Search

Publication: analysis (2009) (eSpace)

Type: Text Book

Nominate Reset

3. Select the publication type and click 'Nominate'.

Type: Text Book

Text Book

Edited Text Book

Other

Nominate Reset

If you select a publication that falls outside of the workloads year window (past three years plus year-to-date) then a warning will be displayed and you will not be able to add it to your profile:

analysis (2008) (eSpace)

Only the publications from the workload year and the previous 3 years to it, are eligible to be used in workload points calculations, i.e., publication year must fall in the range 2010 to 2013. The publication you are attempting to nominate does not fall within this publication year range.

After you nominate the publication, a notification will be sent to your workloads administrators. They will then manually approve or reject the publication for inclusion in your workload.

### How do I fix missing or incorrect information?

Information on this page comes from eSpace, but needs to be approved by your workloads administrators.

If you are unable to find a publication to nominate, first confirm that the publication is:

- not already listed as a Research Publication
- published in the workloads year, or the three years prior.
  - For 2014, this will include 2011-2013 plus 2014 year-to-date.

If it fits these criteria, you can add the missing publications or request corrections in eSpace by either contacting the [Unit Publications Officer](#) for your school, or submitting the changes yourself by [logging into your eSpace profile](#).

## Completions

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This page lists of all PhD, Research Masters and Professional Doctorate Completions from the last three years plus workloads year-to-date.

Student	Program	Year	Contribution
[Redacted]	PhD	2012	10%
[Redacted]	PhD	2013	50%

### *How do I fix missing or incorrect information?*

Information on this page comes from the Graduate School. Please contact your workloads administrator to correct this information.

## Advising

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This page lists all of your current PhD, Research Masters or Professional Doctorate students currently enrolled in SI-net.

Student Name	EFTSL	Level	Advisory Load
[Redacted] (imported)	Part time	PhD	50%
[Redacted] (imported)	Full time	PhD	25%

In Planning Mode, you will see the “(imported)” note attached to most of the students. This signifies that these were imported directly from SI-net. If this is missing, it indicates the student has been manually added by a workloads administrator to plan for expected enrolment.

In Dynamic mode, only officially enrolled students are displayed.

### *How do I fix missing or incorrect information?*

Information on this page comes from the Graduate School. Please contact your workloads administrator to correct this information.

## Course Contributions

This section lists all of the Teaching Activity, Marking, Cross-Campus Teaching and Course Co-ordination that has been assigned to you.

In any of the following sections, if the text is crossed out and an icon in the right-hand column, it means this course has been unscheduled. The tool does not remove the activity in case the course is re-scheduled, but it is not currently active and will not count towards your workload.

### Teaching Activity

Teaching activity contributing towards 2014 workload.

Course	Activity Type	# Weeks	# Repeats	Contact Hours	⊘
<del>XXXXX1000</del> (Semester 1, 2014)	Tutorial	9	1	1	
<del>XXXXX1000</del> (Semester 1, 2014)	Lecture	13	0	2	
<del>XXXXX1000</del> (Semester 2, 2014)	Contact	13	0	3	
<del>XXXXX1000</del> (Semester 1, 2014)	Contact	13	0	3	

This table shows all the teaching activity – lectures, tutorials, fieldwork, etc that has been assigned to you, and details the hours, number of weeks and repeats it entails. The highlighted row shows that, for this course in this semester, you will be teaching a:

- 1 hour Tutorial
- that is repeated once (for a total of two tutorials a week)
- for 9 weeks in the semester

If the text is crossed out and an icon in the right-hand column, it means this course has been unscheduled. The tool does not remove the teaching activity in case the course is re-scheduled, but it is not currently active and will not count towards your workload.

### Marking

Marking contributing towards 2014 workload.

Course	Description	Responsibility	⊘
<del>XXXXX1000</del> (Semester 2, 2014)	<del>XXXXX1000</del> (Semester 2, 2014)	100.00% x 41 students	
<del>XXXXX1000</del> (Semester 1, 2014)	<del>XXXXX1000</del> (Semester 1, 2014)	100.00% x 85 students	
<del>XXXXX1000</del> (Semester 1, 2014)	<del>XXXXX1000</del> (Semester 1, 2014)	50 students	

This table shows the marking responsibility that has been assigned to you. The Description is set by your workloads administrators and determines the points per student per semester that are applied. The Responsibility is set either as a percentage of enrolled students, or as a set number.

## Course Contributions (cont.)

### Cross Campus Teaching

Cross campus teaching contributing towards 2014 workload.

Course	Location
<a href="#">XXXXXX</a> (Semester 1, 2014)	Ipswich

This table lists any courses where its location is different from your home campus. You receive flat points for each course you teach away from your home campus. External/online courses do not count as cross-campus.

### Honours and Coursework Supervision

Honours and coursework supervision contributing towards 2014 workload.

Course	Type	Units	Students	Weeks	Responsibility	
<a href="#">XXXXXX</a> (Semester 1, 2014)	Individual	8	3	16	70.00%	
<a href="#">XXXXXX</a> (Semester 2, 2014)	Individual	8	1	16	20.00%	

This table lists all the Honours and Coursework Supervision that has been assigned to you. The supervision does not list individual students, but rather the number of students and if it is supervision of an individual or a group.

The highlighted row shows that you will be supervising

- three students individually
- with 70% responsibility
- for 16 weeks
- in an 8-unit course.

### Course Coordination

Course coordination contributing towards 2014 workload.

Course	Units	Enrolment	Course Newness	Responsibility	
<a href="#">XXXXXX</a> (Semester 1, 2014)	2	304	Not new	100.00%	

This table lists any Course Coordination you have been assigned, along with the enrolment count, your responsibility share, and if the course is one you have coordinated before, is new to you, or is a completely new course.

The course code link will take you to a read-only version of the Course Planner. The information is the same as listed above, but for a single course instead of your personal summary. This is so you can view what information has been recorded for the courses you coordinate.

#### *How do I fix missing or incorrect information?*

All the information on this page has been entered by your workloads administrator. Please contact them to correct this information.

## Curriculum Review and Design

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This section lists all of the Curriculum Review and Design roles that have been assigned to you.

### Curriculum Review and Design

Curriculum activities contributing towards 2014 workload.

Program Under Review	Description	Role
B Science		Program Review Leader

#### How do I fix missing or incorrect information?

All the information on this page has been entered by your workloads administrator. Please contact them to correct this information.

## Eligible Grants

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This section lists the eligible Research and Teaching Scholarship grants that count towards your workload.

### Research Grants

Eligible research grants contributing towards 2014 workload.

Title	Total Budget	2011	2012	2013	2014	# Chief Investigators	Lead Chief Investigator?
Contribution of Queensland State of Research Unit Staff Salary Increase - 2014	\$439	-	\$149	\$144	\$144	3	Yes

The Total Budget sums up the total approved funding amount for the workloads window – last three years, plus workload year-to-date. Workloads points are calculated each year based on your pro-rated share of the yearly approved funding. Your school sets the parameters on the maximum number of Chief Investigators by which the points are pro-rated, and may give more points if you are the first-listed Chief Investigator.

Grants must follow the below guidelines to count towards your workload:

- Listed in ResearchMaster with your Aurion ID attached
- Active in the workloads year, or the three years prior.
  - For 2014, this will include 2011-2013 plus 2014 year-to-date.
- You must be listed as a Chief Investigator (or equivalent)

The workloads tool does not distinguish between internal and external grants, but they must be managed through ResearchMaster to be included. ResTeach grants are excluded, as you will get credit for the actual teaching in your workload.

#### How do I fix missing or incorrect information?

Information on this page comes from ResearchMaster. Please notify your workloads administrator of errors.



## Service and Engagement

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This section lists all of the Service and Engagement roles that have been assigned to you.

### *How do I fix missing or incorrect information?*

All the information on this page has been entered by your workloads administrator. Please contact them to correct this information.

## Special Circumstances:

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This section list any allowances granted to you.

### Career Allowances

[More information ...](#)

Title	Enabled	Allocation	Comment
Early Career	✓	100%	
Prior Research		0%	

Career Allowances are granted if you are classified as an Early Career Researcher, or if you are new to UQ and have not have Grants or Completions records in our systems to grant you Research points.

### Extended Absences

Extended absences contributing to 2014 workload. [More information ...](#)

Type	% Year	Comment
SSP	50%	SSP - S1

Extended Absences allowances are granted if you will be absent for the university for an extended period of time, such as going on a Special Studies Program (SSP), Long Service Leave, Parental Leave, or other leave types. This does not include annual or sick/carers leave that is part of the annual allowances earned through the working year.

### Aurion Records

[More information ...](#)

Type	Start Date	End Date	Days Taken	FTE Days Lost	% Year
Recreation	02/11/2014	11/11/2014	8	8	3.36%

Your leave records for the workloads year are also listed on the page, to assist you and your workloads administrators in assigning extended absence allowances. It shows the actual days taken, the FTE days lost (adjusted for part-time status) and the percentage of your working year it will consume.

### *How do I fix missing or incorrect information?*

Allowances listed on the page have been entered by your workloads administrator. Please contact them to correct this information.

The leave records are sourced from Aurion. Please talk to your HR representative if this information is incorrect.

## Staff report

The staff report displays the points each activity or outcome has earned, and shows anonymous comparative workloads to your peers in your Role, Level, and the unit as a whole.

Overview
Teaching
Te

**Overall Summary**

**Comparison Chart**  
Displays average workloads by dimension for Level, Role and Unit. Rollover for values.

Print

**Print**  
Exports entire report to print format.

**Legend**  
Click on each dimension to show/hide.

**Legend**  
■ Teaching ■ Teaching Scholarship ■ Research ■ Service ■ Engagement ■ Early Career

**Summary**

Category	Points
Teaching	430
Teaching Scholarship	0
Research	104
Service	75
Engagement	60
Early Career	200
<b>Total</b>	<b>869</b>

**School Overview**  
Places your overall points within the school. Rollover to see overall points, but no names or dimension breakdowns.

**Points**  
Total points you have accrued in each dimension.

## Staff Report (cont.)

When you click on each *Dimension* tab at the top, the report changes:



Below the charts and summary table is the breakdown of each activity and the points they have earned.

### Class Contact

Description	Points
(Semester 1, 2013) - Contact (2h x 13wks, 0 rpts)	59.8
(Semester 2, 2013) - Contact (2h x 13wks, 0 rpts)	59.8
<b>Total</b>	<b>120</b>

### Marking

Description	Points
(Semester 2, 2013) - 3000 Level Course (100.00% x 44 students)	38.3
(Semester 1, 2013) - 3000 Level Course (80.00% x 43 students)	29.9
<b>Total</b>	<b>68.2</b>

### Cross Campus Teaching

No cross campus teaching

### Honours and Coursework Supervision

Description	Points
(Semester 1, 2013) - Individual Supervision (1 student x 13wks x 100%)	9.1
(Semester 2, 2013) - Individual Supervision (1 student x 13wks x 100%)	13
<b>Total</b>	<b>22.1</b>

## **56. CRITERIA FOR ACADEMIC PERFORMANCE**

- 56.1** Criteria for Academic Performance are set out in the relevant University Policy (as amended from time to time).

## **57. SALARY MOVEMENT WITHIN AN ACADEMIC LEVEL**

- 57.1** An Academic staff member will be eligible for movement, at least no later than 12 months since appointment or the previous increment, to the next highest salary point within the academic level as set out in Schedule 1 – Academic Staff Salaries. Movement to the next salary increment will be automatic unless the staff member receives an “unsatisfactory” assessment during a Staff Appraisal carried out in accordance with clause 60, or the staff member is already at the top of the relevant increment.
- 57.2** Movement to the next highest salary point will be effective from the date provided in clause 57.1. In cases where a Staff Appraisal is delayed, the date will not be changed and any increase in salary will be paid retrospectively in accordance with clause 57.1.
- 57.3** An Academic staff member who has been absent on unpaid leave in excess of three (3) months, in aggregate, may have the review delayed by the period of absence.

## **58. CLINICAL LOADINGS AND STATE SUPPLEMENTARY LOADINGS**

- 58.1** A clinical loading may be payable to Academic staff who have clinically-related qualifications. The amount payable shall be determined by the relevant Executive Dean and shall be no less than provided in Schedule 1. This loading is superannuable and payable during periods of study leave, recreation leave and long service leave.
- 58.2** An additional State supplementary loading may be payable to Academic staff who undertake public hospital clinical responsibilities. The amount payable shall be determined by the relevant Executive Dean. This loading is superannuable and is not payable during periods of study leave, recreation leave and long service leave.

## **59. ACADEMIC STAFF WORKLOADS**

- 59.1** The parties to this Agreement acknowledge that, subject to clause 59.3, academic staff may be required to:
- (a) contribute to teaching and research programs during summer sessions, weekend seminars and inter-semester periods in Australia or overseas.
  - (b) contribute to programs or projects designed to increase the number of full fee paying students.
  - (c) assist co-operatively in changing programs and courses through the available forums to ensure, for example, that unnecessary duplication or non-viable programs and/or courses are avoided.
- 59.2** Heads of Schools and Directors of Institutes and Centres must ensure that staff are consulted, and that workloads are allocated fairly and distributed equitably among staff in the school, institute or centre. The maximum number of hours which a full-time academic can be required to work in a calendar year is 1725.

**59.3** To achieve this and to monitor workloads of staff generally within the school, institute or centre, the Head or Director, in accordance with the Guidelines for Allocation of Workload to Academic Staff, will:

- (a) develop, in consultation with academic staff of the school, institute or centre and implement, an agreed method of calculating comparative workloads of academic staff, and presenting them publicly within the school, institute or centre;
- (b) ensure that the agreed method of calculating workloads represents a fair and accurate estimate of the average time that a staff member should take to perform that work to a professional standard and at a satisfactory level of performance;
- (c) ensure that each School's workload allocation model includes a typical workload range (minimum and maximum thresholds) for teaching and teaching-related duties as appropriate for each type of academic role (Teaching and Research; Teaching Focused; Research Only; or Clinical Academic).
- (d) Allocate an appropriate balance across teaching-related duties (including RhD supervision), scholarship or research, and engagement for each individual staff member (relevant to their designated role of Teaching and Research; Teaching Focussed; Clinical Academic; or Research Only staff).
- (e) In undertaking this allocation, reasonable consideration will be given to the staff member's:
  - (i) appointment fraction;
  - (ii) family and personal responsibilities;
  - (iii) early career status as appropriate;
  - (iv) agreed professional development needs of staff; and
  - (v) agreed objectives for confirmation, promotion or career progression more generally.

**59.4** The University may only require academic staff to teach in two out of the three of Semester 1, Semester 2 and Summer Semester. Academic staff may, by agreement, teach or convene courses in each of three consecutive semesters where that includes a summer semester. Where Academic staff agree to work during summer semester in this context, this will be recognised in the School's workloads allocations by provision of an equivalent teaching-free or convening-free time during the rest of the year, or other agreed offset.

**59.5** Changes to the Guidelines for the Allocation of Workload to Academic Staff will be subject to consultation with the ASCC. The maximum number of hours specified in the Agreement and Guidelines will not be varied within the nominal life of the Agreement.

**59.6** Should a staff member have concerns about the workload that has been assigned to them by their supervisor or manager, the staff member may raise the matter in the first instance through the Staff Grievance Resolution Procedure.

## **60. STAFF APPRAISAL**

**60.1** This clause is designed to provide a mechanism to assess the performance of Academic staff. The main objectives of Academic staff supervision and appraisal are to:

- (a) Implement developmental/growth opportunities for Academic staff; and
- (b) Provide assistance to any Academic staff member whose performance is assessed as requiring improvement.



# DECISION

*Fair Work Act 2009*

s.185—Application for approval of a single-enterprise agreement

**Charles Sturt University**

(AG2013/10710)

## CHARLES STURT UNIVERSITY ENTERPRISE AGREEMENT 2013—2016

Educational services

DEPUTY PRESIDENT SMITH

MELBOURNE, 17 OCTOBER 2013

*Application for approval of the Charles Sturt University Enterprise Agreement 2013—2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Charles Sturt University Enterprise Agreement 2013—2016 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Charles Sturt University. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 October 2013. The nominal expiry date of the Agreement is 31 December 2016.

A handwritten signature in blue ink is written over the official seal of the Fair Work Commission. The seal is circular and contains the text 'THE SEAL OF FAIR WORK COMMISSION' around the perimeter and 'AUSTRALIA' at the bottom. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it.

DEPUTY PRESIDENT

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**FAIR WORK COMMISSION**

**AGREEMENT PURSUANT TO CHAPTER 2, PART 2-4  
ENTERPRISE AGREEMENTS  
*FAIR WORK ACT, 2009***

**BETWEEN**

**CHARLES STURT UNIVERSITY**

**and**

**COMMUNITY AND PUBLIC SECTOR UNION**

**and**

**NATIONAL TERTIARY EDUCATION INDUSTRY UNION**

**and**

**UNITED VOICE**

**CHARLES STURT UNIVERSITY  
ENTERPRISE AGREEMENT 2013 - 2016**

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## **PART 1      GENERAL**

### **1.      TITLE**

This Agreement will be known as the Charles Sturt University Enterprise Agreement 2013 - 2016.

### **2.      ARRANGEMENT (table of contents)**

### **3.      DEFINITIONS**

In this Agreement the following definitions shall apply:

**Academic staff** shall mean and refer to those employees employed under the provisions of this Agreement at the levels and salary rates set out in Schedule I of this Agreement. The nature of work performed by academic staff is described in Schedule VI of this Agreement.

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

**Casual employee** shall mean and refer to an employee engaged by the hour and paid on an hourly basis that includes a loading and which is an all inclusive rate in compensation for the casual nature of the appointment and of all forms of leave, excluding long service leave.

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

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

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

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

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

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

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

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

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

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

**Investigator** shall mean and refer to a person external to the University or to an employee of the University who holds an appointment at the level of Executive Dean/Executive Director (or equivalent) or above, but shall not include the Vice-Chancellor or a person from the Division or Faculty of the employee who is the subject of a formal inquiry.

**Misconduct** shall mean and refer to conduct which is not serious misconduct, as defined, but which is nonetheless conduct that is unsatisfactory.

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

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

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

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

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

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

**Serious misconduct** shall mean and refer to:

- (i) serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties;
- (ii) serious dereliction of the duties required of the academic office or position held by an employee;
- (iii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof;
- (iv) theft, bullying, assault or sexual harassment; and/or
- (v) repeated and/or persistent misconduct of a more serious nature.

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

**Set roster** shall mean and refer to the ordinary hours of duty to be performed by an employee in accordance with a scheduled roster pursuant to the provisions of Part 5 of this Agreement.

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

**Shift work** shall mean and refer to the ordinary hours of duty required to be performed by an employee in accordance with a rotating roster pursuant to the provisions of Part 5 of this Agreement.

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

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

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

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

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

**UV** shall mean and refer to United Voice (formerly known as the Liquor Hospitality Miscellaneous Union).

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

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

#### 4. OBJECTIVES OF AGREEMENT

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

- (i) achieve improved terms and conditions of employment for all employees of the University;
- (ii) achieve positive and productive partnerships between the University and all its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;
- (iii) strengthen the University's ability to attract and retain high quality employees;
- (iv) enhance flexibility and streamline administrative processes; and
- (v) maximise income generation and/or manage costs within the University to ensure its viability and to enhance its development and growth.

#### 5. OPERATION OF AGREEMENT

This Agreement shall come into force from seven (7) days after the date of approval of this Agreement by the Fair Work Commission (FWC), and shall remain in force until 31 December 2016.

## **PART 4      EMPLOYMENT ARRANGEMENTS**

### **20.      GENERAL**

- 20.1** Employees shall be employed in only the types of employment prescribed in Clause 21 - Types of Employment.
- 20.2** During the life of this Agreement the University will use its best endeavours to ensure that the total equivalent full time (EFT) number of casual staff of the University will not increase as a proportion of the total number of EFT staff employed on fixed-term or continuing contracts.

### **21.      TYPES OF EMPLOYMENT**

#### **Continuing Employment**

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

#### **Full-time Employment**

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

#### **Part-time Employment**

- 21.3** "Part-time" employment shall mean and refer to employment for less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which all salary and entitlements are paid on a pro rata basis calculated by reference to the time worked. It may be offered to an employee on a continuing or fixed-term appointment.
- 21.4** Where employment is to be made for a fraction of the ordinary hours of work, any offer of employment made by the University shall specify the fraction of the ordinary hours of work and the number of hours for which employment is offered.

#### **Fixed-term Employment**

- 21.5** "Fixed-term employment shall refer to and mean:

- (i) employment for a specified term that expires through the effluxion of time and upon its own terms; or
- (ii) employment in connection with a specific task or project and which will terminate upon the occurrence of a specified contingency related to the task or project.

- 21.6** The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(i)      **Specific task or project**

"Specific task or project" shall mean 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 shall 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**

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

(iii)    **Replacement Employee**

"Replacement Employee" means an employee:

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

- (iv) **Recent professional practice required**  
Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged on a fixed-term contract. For the purpose of this sub-clause, practical or commercial practice will be considered as "recent" only when it has occurred in the previous two (2) years. A fixed-term contract under this category shall be for a maximum of three (3) years.
- (v) **Pre-retirement contract**  
Where an employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (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 within an academic unit or research unit related to a degree course that the student is undertaking, provided that:
- (a) such fixed-term contract employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
  - (b) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.
- (vii) **Apprenticeship or Traineeship**  
An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the University or a relevant State or Commonwealth training authority.
- (viii) **New organisational area**  
A fixed-term contract may be offered in the case of employment in a new organisational area or discipline about which there is genuine uncertainty as to whether it will continue, for up to two (2) years from the establishment of any such area. Where there continues to be a genuine uncertainty as to whether the organisational area or discipline will continue, a further fixed-term contract of a maximum of twelve (12) months may be offered to the incumbent employee subsequent to the initial contract.
- (ix) **Disestablished organisational area**  
Where an organisational work area, work function or teaching program has been the subject of a decision by the University to discontinue that work within three (3) years, fixed-term contract employment may be offered to work in that area or discipline.
- (x) **Early career development fellowship (ECDF)**
- (a) Early Career Development Fellowships (ECDFs) will be standard teaching and research academic fixed term contracts of two (2) years' duration. Successful candidates for ECDFs will be selected from eligible applicants on academic merit.
  - (b) Eligibility to apply for ECDFs will be restricted to casual academic employees who have:
    - i. Been awarded a PhD and performed casual teaching work for the University in three (3) entire teaching periods over the last five (5) years; or
    - ii. Been active candidates for their PhD for at least two (2) years and performed casual teaching work for the University in five (5) entire teaching periods over the last five (5) years.
  - (c) At the end of ECDFs, an assessment will be made as to whether a further fixed-term appointment of two (2) years should be made. At the expiry of this further period, the appointment will be converted to continuing, subject to the availability of ongoing work and the employee being considered appointable on academic merit.
- 21.7** For the purpose of this clause, breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks shall not constitute breaks in continuous service.

### Transitional Provisions for Current Fixed-Term Staff

**21.8** Nothing in this clause shall require the University to change the current term of the engagement of any employee employed on a fixed-term contract as at the commencement of this Agreement, during the term of that contract. Notwithstanding this clause, an eligible employee shall be entitled to make an application for conversion from fixed-term to continuing employment in accordance with sub-clause 21.9.

### Conversion from Fixed-Term to Continuing Employment

**21.9** An employee on a fixed-term contract is eligible to apply to convert his or her employment to continuing employment in the following circumstances:

- (i) the University has determined that continuing work of the same or substantially similar duties is available;
- (ii) the current contract is the second or subsequent fixed-term appointment for the employee;
- (iii) the period of fixed-term employment has exceeded a continuous period of three (3) years;
- (iv) the employee was originally appointed following a competitive merit based selection process; and
- (v) the performance of the employee since appointment has been satisfactory.

**21.10** The provisions of sub-clause 21.9 do not apply to fixed-term contracts for:

- (i) academic positions at Level D or above; and
- (ii) professional / general staff positions above Level 9.

### Expiration of a Fixed-term Contract

**21.11** Where the University makes a determination to renew a fixed-term position, the University will give such further employment to the employee employed in the relevant position, provided that the employee was employed through a competitive selection process and their performance has been satisfactory in all respects.

**21.12** The University shall provide at least three (3) weeks' notice to a fixed-term employee of its intention to renew, or not renew, employment with the employee upon the expiry of the contract. Where the employee seeks to continue employment and satisfies the requirements specified in sub-clause 21.9 (ii), (iii), and (v) and the University does not renew the employment, severance pay shall be payable as follows:

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

**21.13** The provisions of sub-clause 21.12 only apply to fixed-term contracts made pursuant to sub-clause 21.6 (i), (ii), (viii) and (ix).

### Casual Employment

**21.14** A casual employee will be paid the applicable casual hourly salary rate provided for in Schedule I or II of this Agreement. Such hourly rate includes a loading of 25% that is paid in compensation for the casual nature of the appointment and for all forms of leave (excluding long service leave) and any other relevant entitlements.

**21.15** Casual employees will be engaged to undertake work which is ad hoc, intermittent, unpredictable or involves hours that are irregular. Work of a regular and systematic nature will normally be performed by continuing or fixed-term employees. Notwithstanding the provisions of sub-clauses 21.16 to 21.19, a casual employee will not have any expectation of continuing employment.

**21.16** Where the nature of the work being offered fits one or more of the circumstances outlined in sub-clause 21.6, and is for a period of twelve (12) months or more, a casual contract cannot be offered.

**21.17** Casual staff will be provided with access to the facilities and resources necessary to perform their duties.

### **Professional/General Staff Casual Employment - Conversion Arrangements for Certain Employees**

- 21.18** A member of the casual professional/general staff is eligible to apply for conversion to continuing or fixed-term employment, as appropriate, in the following circumstances:
- (i) if the employee has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same workplace/work unit; and either
    - a. the period of employment referred to in (i) was during the immediately preceding period of at least twelve (12) months and the average weekly hours worked during the period referred to in equalled at least 70% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
    - b. the period of employment referred to in (i) was during the immediately preceding period of at least twenty-four (24) months;
  - (ii) and the performance of the employee has been satisfactory.
- 21.19** For the purposes of sub-clause 21.18 casual work performed by the employee in another classification, job or workplace/work unit shall not:
- (i) affect the employee's eligibility for conversion; nor
  - (ii) be included in determining whether the employee meets eligibility requirements.
- 21.20** Conversion to non-casual employment will not occur in the following circumstances:
- (i) the employee is a genuine retiree;
  - (ii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within twenty-six (26) weeks from the date on which the application of conversion is made;
  - (iii) the employee has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
  - (iv) the employee does not meet the essential requirements for the position; or
  - (v) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 21.21** The University will determine whether the employee's employment will be converted to continuing or fixed-term.

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

- 21.22** "Seasonal employment of professional/general staff", shall mean and refer to employment offered on a continuing or fixed-term basis to work one (1) or more periods or seasons in each calendar year.
- 21.23** During the periods of the calendar year that a seasonal employee is not required to perform work, the employee will be stood down without pay. Any such stand down period will not count as service for any purpose, although it will not break the continuity of service.

### **Conversion to Part-time Employment for a Fixed Period**

- 21.24** An employee may apply to convert from full-time to part-time employment. Written applications at least three (3) months prior to the proposed date of conversion, should include the following information:
- (i) the fraction of the appointment proposed to be worked;
  - (ii) the duration of the proposed conversion to part-time employment;
  - (iii) the reason for the application; and
  - (iv) a recommendation from the Delegated Officer.
- 21.25** At the conclusion of the period of part-time employment, the employee shall resume their substantive full-time appointment.

## **22. PROBATION**

- 22.1** Probation is an extension of the appointment process and offers a period of mutual testing during which time decisions on continuation of employment beyond the period of probation can be made. During a period of probation, an employee shall be required to demonstrate that he or she has satisfactorily performed the duties and responsibilities determined by the University for his or her position.
- 22.2** Unless the University determines otherwise, an employee employed on a continuing or fixed-term appointment shall serve a period of probation as provided for in this clause.
- 22.3** The University is committed to ensuring due process with respect to all decisions made on the continuation or otherwise of the employment of a probationary employee. To fulfil that commitment, a probationary employee shall be advised of and afforded the opportunity to submit a written response to any adverse

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

### **24. HOURS OF WORK PROFESSIONAL/GENERAL STAFF**

#### **Introduction**

**24.1** To accommodate increasing competition for students, declining government funding and continuing and rapid changes in communication and information technology, it is important that a degree of flexibility be available to the University to enable it to fulfil its objectives and strategic priorities as outlined in the *University Strategy 2013-2015* or its successor.

To meet these needs and to remain competitive with other providers of higher education both in Australia and overseas, the availability of the University's business and allied services in a number of sections will operate on a seven (7) day a week basis, subject to the conditions set out in this clause. An employee may be engaged as a five (5) day or seven (7) day shift worker or on a set roster to ensure that the operational needs of the University are met.

#### **Professional/General Staff Workload**

**24.2** The following principles will apply to the allocation of work to professional/general staff employees:

- (i) the University will as far as possible ensure that no employee is assigned a workload which cannot reasonably be undertaken within the employee's ordinary hours of work and provide a balance between the employee's goals and aspirations and the goals, needs and commitments of their work unit;
- (ii) in accordance with sub-clause 28.3 of this Agreement, a supervisor may require an employee to work a reasonable amount of overtime;
- (iii) employee workloads will be managed in the context of the responsibilities within the relevant position description and the employee's level of appointment;
- (iv) in the first instance, concerns about workload or balance of duties undertaken should be raised by the employee/s with their supervisor, then the Head of their work unit. If an employee remains concerned about workload after raising the matter with the Head of their work unit, the employee may refer the matter to the Division of Human Resources (DHR) for review and mediation in a timely manner;
- (v) in reviewing workload, the supervisor and/or DHR will consider a range of relevant and available information impacting on the function/s required to be performed;
- (vi) if the matter remains unsolved after review by DHR, the employee may seek redress either under the Complaints Policy or Clause 52 - Dispute Resolution Procedures of this Agreement.

#### **Ordinary Hours of Duty**

**24.3** The ordinary hours of work for all professional/general employees shall normally be one hundred and forty (140) hours per four (4) weeks (an average of thirty-five (35) per week). Provided that an employee whose hours of duty are not worked under the provisions of Clause 25 - Flexible Working Hours Scheme – of this Agreement shall be entitled to payment of overtime for all authorised work in excess of one hundred and forty (140) hours in an accounting period of four (4) weeks.

**24.4** The Delegated Officer shall be responsible for the scheduling of the hours of duty for each employee in their Division or Faculty. In doing so, the following issues shall be taken into consideration:

- (i) the strategic priorities and operational needs of the Division/Faculty;
- (ii) the occupational health and safety responsibilities of the University and employee(s); and
- (iii) the circumstances of the employee(s), including family responsibilities.

**24.5** An employee may be required by their supervisor to work their daily ordinary hours of duty on any five (5) days in a week, Monday to Sunday subject to sub-clause 24.6 hereof. Unless agreed otherwise between the employee and the Delegated Officer, an employee shall have two (2) consecutive days off work in any one (1) week.

**24.6** An employee, required to work any of their ordinary hours of duty on a Saturday, Sunday or Public Holiday shall be paid, in addition to their ordinary salary, a loading as follows:

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

**24.7** In the case of casual employees, the loadings in sub-clause 24.6 are in addition to the loading for casual employment.



- 24.8** An employee who is required to work their ordinary hours of duty on a Saturday and/or Sunday shall be given notice of not less than one (1) week of such a requirement. This requirement may be waived by agreement between the employee and the Delegated Officer.
- 24.9** In requiring attendance on a Public Holiday, the University shall make every endeavour to restrict such attendance to those employees who wish to work on such days.
- 24.10** The ordinary hours of duty for an employee shall not exceed ten (10) hours on any one (1) day.

**Span of Ordinary Hours**

- 24.11** The span of ordinary hours for professional/general employees shall normally be as follows:
- (i) For employees working under the provisions of the University's *Flexible Working Hours Scheme*, from 7:00am to 7:00pm;
  - (ii) For employees working under a set roster, from 6:00am to 10:00pm; and
  - (iii) For employees engaged on shift work, the hours worked between the starting and finishing times of the shift for which the employee is rostered.

**Rostered Days Off - Shift Work and Set Roster**

- 24.12** Employees engaged on shift work or a set roster are entitled to work to accumulate sufficient time to take at least one (1) working day off on full pay in each month. Time accrued towards Rostered Days Off (RDOs) is calculated at ordinary hours, except that additional time credits for work on Saturday, Sunday and Public Holidays, if not paid as a loading pursuant to sub-clause 24.6 shall be as follows:
- (i) 50% for all hours worked on a Saturday;
  - (ii) 100% for all hours worked on a Sunday;
  - (iii) 150% for all hours worked on a Public Holiday except where provided otherwise in this Agreement.

**Altering Rosters - Shift Work and Set Roster**

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

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

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

**Meal Break - Other than Shift Work**

- 24.15** An employee shall not be required to work for more than five (5) consecutive hours without a meal break. A meal break shall be for at least thirty (30) minutes but not more than one (1) hour. Time taken as a meal break shall be unpaid and shall not count as time worked.
- 24.16** An employee shall be entitled to a morning and afternoon tea break of not more than ten (10) minutes on any day, provided that such a break shall not interrupt or disrupt the service or operational needs of the section. A tea break for outdoor workers shall normally be taken in the nearest tearoom.

**Meal Break - Shift Work**

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

**25. FLEXIBLE WORKING HOURS SCHEME FOR PROFESSIONAL/GENERAL STAFF**

- 25.1** The University has in place a policy titled *Flexible Working Hours Scheme*. The major purpose of the Scheme is to assist employees to balance their work and family responsibilities through the development of mutually beneficial working arrangements with their supervisor. The ordinary hours of work for employees working under this Scheme shall normally be set within the span of hours 7am to 7pm.

- 25.2** The Flexible Working Hours Scheme shall not apply to those employees:

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

- 25.3** In each accounting period of four (4) weeks, an employee may accumulate and carry forward a maximum of sixteen (16) hours to credit or sixteen (16) hours to debit. With the prior written approval of the supervisor, an employee may accumulate hours to credit in excess of sixteen (16) hours up to a maximum of fifty-six (56) hours. Any debits in excess of sixteen (16) hours at the end of each accounting period shall result in either a reduction in the employee's accrued annual leave or a salary reduction.
- 25.4** Accumulated hours to credit for ordinary hours of duty performed on a Saturday shall attract additional time credit of 50% for all such hours.
- 25.5** Accumulated hours to credit for ordinary hours of duty performed on a Sunday shall attract additional time credit of 75% for such hours.
- 25.6** Accumulated hours to credit shall be taken at a time convenient to both the employee and their supervisor.
- 25.7** Where an employee's accumulated credit hours reach fifty-six (56) and the employee is unable to take their credit hours, the accumulated credit hours will be paid out at the ordinary hourly rate.
- 25.8** Where an employee resigns or transfers to a position in a new work unit and the employee is unable to take their credit hours, the accumulated credit hours (approved in accordance with sub-clause 25.3) will be paid out at the ordinary rate applicable to the position the employee held on the day prior to exit or transfer.
- 25.9** Overtime worked pursuant to the overtime provisions set out in this Agreement shall not add to time credits accumulated under the Flexible Working Hours Scheme.
- 25.10** Where an employee works flexible working hours in a period that might otherwise attract a penalty rate or loading/allowance, the penalty or allowance provisions of this Agreement shall not apply.

## **26. PENALTY RATES**

### **Shift Work**

- 26.1** Employees engaged on shift work who are required to work on any of the shifts referred to below at (i) to (vi), shall be paid, in addition to ordinary salary, the relevant shift penalty for all hours worked Monday to Friday on the following shifts:
- (i) a 10% shift penalty applies to an "Early Morning Shift" where the ordinary hours of duty commence after 4.00am and before 6.00am;
  - (ii) no shift penalty applies to a "Day Shift" where the ordinary hours of duty commence not earlier than 6.00am and before 10.00am;
  - (iii) a 12.5% shift penalty applies to an "Early Afternoon Shift" where the ordinary hours of duty cease after 6.30pm and before 8.30pm;
  - (iv) a 15% shift penalty applies to an "Afternoon Shift" where the ordinary hours of duty cease between 8.30pm and midnight;
  - (v) a 17.5% shift penalty applies to a "Night Shift" where the ordinary hours of duty cease during the period after midnight and 8.00am; or
  - (vi) a 30% shift penalty applies to a "Permanent Night Shift" where night shifts are worked shifts that do not rotate or alternate with another shift so as to give the employee at least one third (1/3) of an employee's working time off night shift in each roster period.
- 26.2** The D shift for security staff at the Bathurst campus will, as far as possible, be maintained until the nominal expiry date of this Agreement, for those security staff employed at the date of approval of this Agreement. Any proposed change to the D shift will be subject to the provisions outlined in Clause 17 Managing Change of this Agreement.

### **Set Roster**

- 26.3** Employees engaged on a set roster and who are required to commence work before 6.00am or to work after 7.00pm on any day, Monday to Friday, both days inclusive, shall be paid, in addition to ordinary salary, a penalty rate of 15% for all hours worked before 6.00am or after 7.00pm on any of those days.
- 26.4** The penalty rates specified in sub-clause 24.6 shall apply for all ordinary hours of duty worked on a Saturday, Sunday or Public Holiday, provided that such rates shall be in substitution for, and not cumulative upon, any shift penalty rate specified in sub-clause 26.1 hereof.
- 26.5** An amount paid pursuant to sub-clauses 26.3 and 26.4 shall not form any part of the calculation for or the payment of overtime.

## **27. ANNUALISED RATES FOR OUT OF HOURS WORK**

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

**27.2** Any incorporated amount which may be introduced pursuant to sub-clause 27.1 will be:

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

**27.3** The implementation of an annualised salary rate may only occur following consultation with the affected employee.

### **27.4 Annualised salary not to disadvantage employees**

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

## **28. OVERTIME ARRANGEMENTS FOR PROFESSIONAL/GENERAL STAFF**

**28.1** The provisions of this clause shall apply only to members of the professional/general staff, including those engaged on shift work or a set roster, except where provided otherwise in this Agreement. The provisions of this clause shall not apply to academic staff of the University, nor to those employees who receive a salary which exceeds the maximum salary rate for Level 8 set out at Schedule II of this Agreement, except where provided for at sub-clause 28.24.

### **Definition**

**28.2** Overtime shall mean and refer to:

- (i) all ordinary hours of duty performed by an employee, other than those engaged on shift work, on any day, Monday to Sunday (both days inclusive), which exceed ten (10) ordinary hours;
- (ii) all authorised work by an employee on a day on which the employee is not required or rostered to work;
- (iii) all authorised work by an employee engaged on shift work in excess of their ordinary hours of work on any day; and
- (iv) all authorised work by an employee whose hours of duty are not worked under the provisions of the University's policy on Flexible Working Hours and which are in excess of the designated number of ordinary hours of work provided for in sub clause 24.3 of this Agreement.

### **General Conditions**

**28.3** A supervisor may require an employee to work a reasonable amount of overtime and the employee shall work in accordance with such requirement. In determining the amount of overtime to be worked by an employee, the supervisor shall make reasonable allowance for the family responsibilities of the employee.

**28.4** Overtime shall not be payable for any period of work of less than one quarter (1/4) of an hour.

**28.5** An employee, including those employed on shift work, required to work more than four (4) consecutive hours of overtime on any day, shall be entitled to a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.

**28.6** A casual employee may be engaged to work up to ten (10) hours on any day before overtime is paid. In such circumstances, overtime shall be paid at the rate of double time.

**28.7** Overtime shall be arranged wherever reasonably possible to ensure that an employee has not less than ten (10) consecutive hours off duty between the work of successive days.

**28.8** Where the University requires casual work to be undertaken in a category of work that may be performed by a part-time employee, the University may offer such employment to the employee on a casual basis.

### **Payment of Overtime**

**28.9** Employees shall be paid overtime at the following rates and under the following conditions:

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

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

(ii) **Payment at the Rate of Double Time**

- (a) all authorised hours of duty worked by an employee in excess of ten (10) hours on any day on which the employee is required to work, excluding Public Holidays; and
- (b) all overtime worked by an employee referred to in sub-clause 28.9 (i) (a) in excess of the hours set out in that sub-clause; and
- (c) all overtime worked on a Sunday.

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

All authorised work performed by an employee on a Public Holiday.

**28.10** No minimum payment shall be made for any overtime worked that is continuous with ordinary hours of duty.

**28.11** A minimum payment of three (3) hours shall be paid at the appropriate rates set out above in sub-clause 28.9 for those employees required to work overtime on a day on which the employee is not ordinarily required or rostered to work, except where provided otherwise in this Agreement.

### **On-Call and Call-Back**

**28.12** For the purposes of this sub-clause, the term "on-call" shall mean and refer to an employee who is required outside of their ordinary hours of duty to be on-call to attend to an emergency or breakdown on the premises of the University; or in the case of information technology employees, to answer and respond to telephone calls for support from authorised users and to take action as appropriate.

**28.13** The times during which an employee is expected to be available for an on-call period shall be notified to the employee in advance. Such notice shall not normally be less than twenty-four (24) hours.

**28.14** An employee shall be paid an allowance at a rate equivalent to 18% of their ordinary hourly rate of salary for all hours on which he or she is required to be on-call.

**28.15** An employee who has left the premises of the University at the completion of their ordinary hours of duty and is required to return (call-back) shall be paid at the rate of double time for such attendance. Such time will be paid at a minimum of three (3) hours.

**28.16** The provisions of sub-clause 28.15 shall not apply where a period of duty is continuous (subject to reasonable meal break) with the completion of ordinary working time or where it is customary for an employee to return to perform a specific job outside of ordinary hours of duty.

**28.17** An employee required to be on-call shall not be paid for those hours during an on-call period where he or she was not available or was unable to work due to illness or unforeseen circumstances.

**28.18** Where an employee who is on-call, is called back to attend the University's premises to carry out work, the employee shall be paid for such work at the rate of double time, provided that a minimum payment of two (2) hours shall apply to attend to such work.

**28.19** Where an employee who is on-call, is required to carry out work and such work can be undertaken without the employee attending the University's premises (ie, carry out such work at their place of residence or other notified location), the employee shall be paid for such work at the rate of time and a half, provided that a minimum payment of one (1) hour shall apply to attend to such work.

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

**28.20** Pursuant to the call-back arrangements in sub-clause 28.18, an employee shall, wherever reasonably possible, be given not less than ten (10) hours off duty before resuming their ordinary hours of duty on the day immediately following the completion of such work. An employee who is required to resume duty before having ten (10) hours off duty shall be paid at the rate of double time until such time as he or she is released from duty.

**28.21** Following the completion of such work, the employee shall be entitled to be absent from duty until ten (10)

consecutive hours off duty has lapsed and shall be paid ordinary salary for any normal hours of duty occurring during such absence.

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

**28.22** By mutual agreement between the employee and the supervisor, time in lieu of overtime may be accumulated. Such time in lieu shall be calculated at the rate applicable to the overtime worked and will not normally exceed five (5) days in a calendar year.

**28.23** Time in lieu of overtime shall be deemed to be taken in the order in which the overtime giving rise to its accumulation was worked. Any accrual outstanding after twelve (12) months shall be paid at the salary rate applicable at the time such overtime was worked.

#### **Overtime Maximum**

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

#### **Meal Allowances**

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

- (i) an employee engaged as a seven (7) day shift work employee shall be paid a meal allowance when required to commence work at least four (4) hours before their usual starting time; or finish work at least four (4) hours after their usual finishing time; and
- (ii) all other employees, with the exception of academic staff, shall be paid for breakfast when required to commence work before 6.00am and being at least one (1) hour before their usual starting time and for an evening meal when required to work beyond 7.00pm and not paid a loading in accordance with sub-clause 26.3.

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

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

#### **29. HIGHER DUTIES ALLOWANCE**

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

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

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

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

## **30. ACADEMIC WORKLOAD ARRANGEMENTS**

### **Introduction**

**30.1** Through the provisions of this clause, the University is seeking both to fulfil its academic mission and to assist its academic employees to achieve their career goals and aspirations, taking into account the strategic priorities that apply to the University from time to time.

### **Principles**

**30.2** The objective of this clause is to ensure that workloads are equitable, transparent and manageable.

**30.3** The University will not ask an employee to work excessive hours. It is the responsibility of the University's supervisors to ensure that an employee is not working excessive hours and is not working in excess of any hours of work or limits prescribed by this Agreement.

**30.4** Workloads will be determined on a fair, transparent and consultative basis taking into consideration:

- (i) the employee's level of appointment and time fraction;
- (ii) the needs of early career academic staff; and
- (iii) the importance of maintaining an appropriate balance between work and family life.

### **Nature of Academic Work**

**30.5** Academic work consists of three (3) major components:

- (i) teaching and teaching related activities (including scholarship of teaching and learning);
- (ii) research and/or creative and/or professional activity; and
- (iii) contributions to academic administration and management, leadership both internal and external to the University, professionally related engagement within the professions/disciplines and the community.

**30.6** All academic employees are entitled to an appropriate mix of the activities outlined in 30.5 above.

**30.7** Academic staff normally will be classified with a function of "teaching and research" or "teaching and professional" or "teaching focussed" staff.

**30.8** Upon application with the approval of their Head of School or nominated supervisor, an employee is entitled to move between the three (3) work functions in 30.7 above. The application normally will be submitted for approval six (6) months prior to the proposed change in function, and will include details of the rationale for the change, the duration of the change and the expected outcomes during the nominated period. Unless otherwise approved, the period of a change in function normally will be a minimum of two (2) years. At the expiration of the approved period, the employee will return to their previous work function. This period can be modified by the mutual agreement of the employee and the Head of School or nominated supervisor, normally with a period of six (6) months notice. On return to their previous work function the employee shall not be allocated two (2) consecutive teaching sessions.

### **Workload Distribution**

**30.9** The allocation of work for teaching and research academic staff will be in the ratio of:

- (i) teaching and teaching related activities (including scholarship of teaching and learning) - a maximum of 60% (that is, one thousand and thirty five hours (1035) hours per annum, with teaching limited to no more than two (2) sessions per year), unless otherwise agreed by the employee;
- (ii) research and/or creative activity - a minimum of 30%; and
- (iii) contributions to academic administration and management/leadership both internal and external to the University, professionally related engagement within the professions/disciplines and the community - a minimum of 10%.

**30.10** With the approval of the Head of School or nominated supervisor of the employee, work associated with the completion of a research higher degree that is a requirement of their professional development (see Schedule IV) shall be counted as an employee's 30% research and/or creative activity, provided that:

- (i) the research higher degree aligns with the Faculty/School's strategic objectives; and
- (ii) the employee complies with the University's "Academic Staff Higher Degree by Research Workload Support Scheme – Guidelines"; and
- (iii) the employee provides an annual statement from their research higher degree supervisor which certifies that demonstrable and satisfactory progress is being made on the research higher degree.

**30.11** The allocation for teaching and professional academic staff will be in the ratio of:

- (i) teaching and teaching related activities (including scholarship of teaching and learning) – a maximum of 60% (that is, one thousand and thirty five hours (1035) hours per calendar year, with teaching limited to no more than two (2) sessions per year), unless otherwise agreed by the employee;
- (ii) professional activity - a minimum of 30%; and
- (iii) contributions to academic administration and management/leadership, professionally related engagement within the professions/disciplines and the community - a minimum of 10%.

**30.12** The allocation for teaching focused staff will be in the ratio of:

- (i) teaching and teaching related activities (including scholarship of teaching and learning) – a maximum of 80% (that is, one thousand three hundred and eighty (1380) hours per calendar year) which may be spread over three (3) sessions per year; and
- (ii) contributions to academic administration and management/leadership, both internal and external to the University, professional related engagement within the profession/disciplines and the community, – a minimum of 20%. In this category of work function it is expected that teaching focused staff will be given time to keep up to date with relevant developments in their discipline.

**30.13** Teaching focussed staff are not required to undertake research activities and produce research outcomes.

**30.14** For the duration of the agreement, the number of teaching focused academic staff will be limited to 15% of the total equivalent academic full time staff of the University. This limit does not include appointments to positions of Scholarly Teaching Fellows and to the School of Policing Studies.

#### **School of Policing Studies**

**30.15** In relation to the School of Policing Studies, the number of teaching focused academic staff will be limited to 75% (60% + 15% in sub-clause 30.14) of the total equivalent full time staff in that School. It is expected that the majority of the teaching focused staff in this School will be teaching predominantly in the Associate Diploma of Policing Practice course or equivalent. Nothing in this Agreement will prevent an employee of this School applying to change work function. The change of work function will be by mutual agreement with their Head of School or nominated supervisor.

**30.16** The University reserves the right to review the operation of sub-clause 30.15 throughout the life of this Agreement in consultation with the affected employees and the NTEU.

#### **Workload Allocation Policy**

**30.17** Each School must review and develop a Workload Allocation Policy, that complies with the provisions of this Agreement, at the end of each year for application in the following calendar year.

**30.18** Heads of School or equivalent shall be responsible for the collegial development of the Workload Allocation Policy, which will include the time costing of core aspects of teaching and teaching related duties relevant to the individual school and discipline circumstances. The development and review of the policy will involve consultation with all academic staff in the academic unit, through a formal school-wide collegial process, such as a dedicated school meeting. The policy must be in writing and consistent with the principles and limits outlined throughout this clause.

**30.19** For the purpose of this clause, teaching and related duties will include, but will not be limited to:

- (i) Preparation of teaching materials for all modes of delivery;
- (ii) Subject development and revision, including online, off-campus and offshore learning materials;
- (iii) Delivery of lectures, tutorials, laboratory classes, practicum and clinical education;
- (iv) Delivery of all forms of synchronous and asynchronous online learning;
- (v) Delivery of off-campus, off-shore and distance education;
- (vi) Travel associated with international teaching (up to a maximum of seven (7) hours per day);
- (vii) Subject coordination and convening;
- (viii) Supervision of teaching staff, including casual and sessional staff;
- (ix) Supervision of undergraduate students undertaking research projects, clinical instruction and workplace learning activities;
- (x) Student assessment, including preparing and marking and/or moderation of student assessment, and processing of grades;
- (xi) Student consultation;
- (xii) Travel between campuses or to remote locations for the purposes of teaching related duties;
- (xiii) Teaching-related administration work.

**30.20** Where there is mutual agreement an employee and the Head of School may allocate Honours and Research Higher Degree supervision as a research work activity or an agreed division of teaching and

research work activity.

- 30.21** Distance education (DE) is required to be included in all School workload policies and workload calculation tools. Where the nature and range of activities undertaken differ then allocated hours will differ. This differentiation is to be applied to both on campus and DE teaching. Equivalence is to be maintained in that the same activity is allocated the same hours regardless of mode, for example preparation and delivery of a lecture online receives the same allocation as preparation and delivery of a face to face lecture.
- 30.22** Casual academic staff who participate in the determination of the Workload Allocation Policy relating to casuals will be remunerated for their time preparing for and discussing the development of the policy.
- 30.23** In determining the Workload Allocation Policy and the actual allocation of academic workloads, the following must be taken into consideration:
- (i) modes and hours of delivery;
  - (ii) the level of courses in which the employee teaches;
  - (iii) preparation and curriculum development;
  - (iv) supervision of staff and students;
  - (v) research, scholarship, creative production;
  - (vi) the predicted number of students to be taught by the academic;
  - (vii) staff development requirements;
  - (viii) field work supervision;
  - (ix) internal and external professional work;
  - (x) administration, including participation on committees;
  - (xi) overseas teaching and international commitments;
  - (xii) intercampus and other University related travel;
  - (xiii) University and community service;
  - (xiv) reasonable accommodation of carers' responsibilities;
  - (xv) reasonable accommodation of a disability;
  - (xvi) family and personal circumstances; and
  - (xvii) the taking of leave entitlements

#### **Individual Workload Allocation**

- 30.24** Each employee's workload will be established in accordance with the provisions of this clause and the relevant School Workload Allocation Policy. An employee's workload allocation shall be in the form of a written workload allocation which will be determined through consultation between the employee and their supervisor at their performance development/management or probation meeting or at another suitable time. Once determined this workload allocation shall only be changed by mutual agreement between the employee and their supervisor.
- 30.25** All Schools' Workload Policies and allocation/calculation data, and changes in these allocations, will be published on the shared (S) drive or equivalent and accessible to all staff within the School and to the Executive Dean and the Division of Human Resources. Workloads will be reviewed each teaching session after the HECS census date.
- 30.26** No employee will be required to:
- (i) take on the delivery of teaching beyond the limits contained in the Workload Allocation Policy;
  - (ii) commence teaching within twelve (12) hours of the conclusion of teaching, or other allocated duties, conducted on the previous day;
  - (iii) teach on weekends or Public Holidays, except occasionally in intensive teaching periods such as residential schools, weekend schools and field excursions; or
  - (iv) teach overseas unless international travel is a specific requirement in their contract of employment.
  - (v) teach more than two (2) consecutive sessions, with the exception of teaching focussed staff and scholarly teaching staff.
- 30.27** Level A and Level B continuing and fixed-term academic staff, whose duration of employment in academic positions has not exceeded three (3) years and who are currently on probation, shall not be required to take on more than 60% of the delivery of the teaching limits contained in the Workload Allocation Policy. Employees who are teaching focused or appointed as a scholarly teaching fellow or work in the School of Policing Studies are not covered by this sub-clause.
- 30.28** Employees are entitled to a review of their workload allocation by the Executive Dean if they believe that their allocated workload is inconsistent with the provisions of this clause and the Workload Allocation Policy. If the review does not resolve the employee's concerns the matter may be referred to Clause 52 - Disputes Settling Procedures of this Agreement.



**30.29** Where unforeseen circumstances affect an employee's workload, their Head of School or nominated supervisor will take steps to ensure that the agreed annual teaching load is not exceeded.

#### **Workload Committee**

**30.30** The parties agree that, the University and the NTEU shall form a Workload Committee for the purposes of overseeing and supporting the implementation and monitoring of this clause. The membership of the committee will be five (5) nominees of the University, comprising of the Deputy Vice-Chancellor (Academic), (DVC) and an academic representative from each Faculty and four (4) employees nominated by the NTEU.

**30.31** The role of the Committee is to:

- (i) receive and review each academic unit's Workload Allocation Policy each year to ensure that the provisions of this clause are observed;
- (ii) monitor the academic workload processes in the context of overall quality assurance;
- (iii) monitor the occupational health and safety implications of each workload policy;
- (iv) research, review and promulgate workload management best practice;
- (v) advise on the development of workload management policy and guidelines when requested; and
- (vi) discuss the impact of the introduction of new teaching technologies.

**30.32** The Workload Committee shall meet at least three (3) times each year.

**30.33** Where the committee determines that the Workload Allocation Policy does not meet the requirements of this clause, the Workload Allocation Policy will be referred back to the Head of School or equivalent for further development.

#### **Scholarly Teaching Fellows**

**30.34** This Agreement provides for the introduction of a Scholarly Teaching Fellow (STF) Scheme on a trial basis, primarily to perform work that was previously undertaken by casual academic employees.

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

**30.36** During the life of this Agreement the University will create and advertise with the intention to fill fourteen (14) new equivalent full-time Scholarly Teaching Fellow positions as continuing appointments.

**30.37** Appointees to positions under sub-clause 30.35 will:

- (i) be appointed on the basis of merit;
- (ii) be appointed at Level A at an entry point relevant to their qualifications and their experience;
- (iii) be appointed to any campus on a full time or part time basis;
- (iv) be teaching focused appointments, with workload allocated in accordance with the provisions of sub-clauses 30.12 to 30.14 of this Agreement.

**30.38** Six (6) months prior to the end of a STF's third year of appointment, an evaluation process will be undertaken with the Head of School to identify the career path for the STF to either a teaching and research role, a teaching and professional role or to progress further with the teaching focused career path. The evaluation process will include a discussion of opportunities for promotion of the STF to a Level B appointment if a teaching focused or teaching and research role is identified.

**30.39** Notwithstanding the commitment of the University to introduce the STF role in the specified term of this Agreement, no appointments will be made to the role after 31 December 2016.

**30.40** Appointments to these positions will not be included in the staffing limits stated at 30.14.

## **PART 8      EMPLOYEE DEVELOPMENT AND PERFORMANCE**

### **40.      EMPLOYEE DEVELOPMENT**

- 40.1** The University will provide professional/general staff and academic staff with access to employee development programs to enhance their professional development and performance, and to assist them to achieve their career aspirations. Such programs are funded both centrally and from organisational units across the University and both professional/general and academic staff may apply for access to such funding opportunities.
- 40.2** In developing its employee development programs, the University will ensure that such programs are compatible with its Equal Opportunity and Affirmative Action policies.
- 40.3** All new members of the academic staff shall be required to attend appropriate professional development activities conducted by the University on the expectations, roles and responsibilities of academic practice.
- 40.4** Academic staff of the University are eligible to apply for Special Studies Program (SSP) in accordance with the SSP Policy. Applications will be considered and granted on merit. The University may provide funds to replace the employee whilst they are on SSP.
- 40.5** Academic casual employees accessing approved professional development or disciplinary currency time shall be paid at the "Other Academic Activity" rate for each hour.
- 40.6** The University will establish a central fund dedicated to supporting career development for professional/general staff. Applications will be considered and granted on merit for careers within the University. This fund may also be accessed to support employees affected by Clause 33 - Redundancy and Retrenchment Provisions of this Agreement, or to cover significant absences of employees undertaking professional development opportunities.
- 40.7** Professional/general casual employees accessing approved professional development time will be paid the hourly casual salary rate appropriate to their classification in accordance with Schedule II Part B of this Agreement.

### **41.      EMPLOYEE DEVELOPMENT AND REVIEW SCHEME**

The University's Employee Development and Review Scheme is set out in Schedule IV of this Agreement.

## SCHEDULES

### SCHEDULE I

#### ACADEMIC STAFF SALARY RATES

#### PART A - ANNUAL SALARY RATES

CSU Level	Step	1.5%	1.4%	3%	3%	3%
		12/04/13	20/12/13	19/12/14	18/12/15	16/12/16
			\$	\$	\$	\$
A	1	58,196.07	59,010.81	60,781.14	62,604.57	64,482.71
	2	61,519.32	62,380.59	64,252.01	66,179.57	68,164.96
	3	64,843.35	65,751.16	67,723.69	69,755.40	71,848.06
	4	68,171.56	69,125.96	71,199.74	73,335.73	75,535.80
	5	70,873.37	71,865.60	74,021.57	76,242.21	78,529.48
	6	73,575.44	74,605.50	76,843.66	79,148.97	81,523.44
	7	76,277.24	77,345.12	79,665.48	82,055.44	84,517.10
	8	78,977.22	80,082.90	82,485.39	84,959.95	87,508.75
B	1	83,136.64	84,300.55	86,829.57	89,434.46	92,117.49
	2	86,253.79	87,461.34	90,085.18	92,787.74	95,571.37
	3	89,369.63	90,620.80	93,339.43	96,139.61	99,023.80
	4	92,491.74	93,786.62	96,600.22	99,498.23	102,483.18
	5	95,603.67	96,942.12	99,850.39	102,845.90	105,931.27
	6	98,726.81	100,108.99	103,112.25	106,205.62	109,391.79
C	1	101,839.01	103,264.76	106,362.70	109,553.58	112,840.19
	2	104,963.20	106,432.68	109,625.67	112,914.44	116,301.87
	3	108,075.13	109,588.18	112,875.83	116,262.10	119,749.97
	4	111,194.36	112,751.08	116,133.61	119,617.62	123,206.15
	5	114,308.38	115,908.70	119,385.96	122,967.54	126,656.56
	6	117,429.44	119,073.45	122,645.66	126,325.03	130,114.78
D	1	122,625.12	124,341.87	128,072.13	131,914.29	135,871.72
	2	126,780.62	128,555.55	132,412.22	136,384.58	140,476.12
	3	130,935.08	132,768.17	136,751.22	140,853.75	145,079.37
	4	135,093.45	136,984.76	141,094.30	145,327.13	149,686.94
E	1	157,958.36	160,169.78	164,974.87	169,924.12	175,021.84

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

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

**ACADEMIC STAFF**  
**PART B - CASUAL SALARY RATES**

Code	Description	1.5%	1.4%	3%	3%	3%
		12/04/13	20/12/13	19/12/14	18/12/15	16/12/16
		\$	\$	\$	\$	\$
AX150	Standard Marking	39.30	39.85	41.05	42.28	43.55
AX155	Standard Marking (Qual)	47.00	47.66	49.09	50.56	52.08
AX160	Significant Marking	55.10	55.87	57.55	59.28	61.05
AX165	Significant Marking (Qual)	55.10	55.87	57.55	59.28	61.05
AX170	Other Academic Activity	39.30	39.85	41.05	42.28	43.55
AX175	Other Academic Activity (Qual)	47.00	47.66	49.09	50.56	52.08
AX180	Other Specialised Academic Activity	58.95	59.78	61.57	63.42	65.32
AX185	Other Specialised Academic Activity (Qual)	70.50	71.49	73.64	75.84	78.12
AX190	Repeat Tutorial	78.60	79.70	82.09	84.56	87.09
AX195	Repeat Tutorial (Qual)	94.00	95.32	98.18	101.13	104.16
AX200	Tutorial	117.90	119.55	123.14	126.83	130.64
AX205	Tutorial (Qual)	141.01	142.98	147.27	151.69	156.24
AX230	Repeat Lecture	110.20	111.75	115.10	118.55	122.11
AX240	Basic Lecture	165.31	167.62	172.65	177.83	183.16
AX250	Developed Lecture	220.41	223.49	230.20	237.10	244.22
AX260	Specialised Lecture	275.51	279.37	287.75	296.38	305.27
AX274	Clinical Educator Min	58.95	59.78	61.57	63.42	65.32
AX278	Clinical Educator Max	78.60	79.70	82.09	84.56	87.09
AX284	Clinical Educator Min (Qual)	70.50	71.49	73.64	75.84	78.12
AX288	Clinical Educator Max (Qual)	94.00	95.32	98.18	101.13	104.16
AX290	Accompanist	78.60	79.70	82.09	84.56	87.09
AX295	Accompanist (Qual)	94.00	95.32	98.18	101.13	104.16

1. The salary rates, for casual employees referred to in this Schedule are calculated by dividing the appropriate full-time salary rate from Schedule I - Part A by 52.178571 divided by thirty-seven and a half (37.5) hours per week and multiplying the result by the casual loading in sub-clause 21.14 of this Agreement. This calculation determines the base rate by which other rates are determined, depending on the nature of activity undertaken and the preparation time involved.
2. The base rate applicable to lecturing or for purposes of the higher marking rate shall be determined by reference to the Second step of the full-time Level B scale.
3. The base rate applicable to all other duties including tutoring rates not covered by paragraph 4 below shall be determined by reference to the Second step of the full-time Level A scale.
4. The base rate applicable where an employee possesses a relevant doctoral qualification shall be determined by reference to the Sixth step of the full-time Level A scale.
5. The base rate is multiplied by the amount of preparation and associated working time for the particular academic activity, to determine the actual pay rates in this Schedule. In this regard, the following conditions apply:

**Basic lecture** – one (1) hour of delivery and two (2) hours associated working time;

**Developed lecture** - one (1) hour of delivery and three (3) hours associated working time;

**Specialised lecture** - one (1) hour of delivery and four (4) hours associated working time;  
**Repeat lecture** - one (1) hour of delivery and one (1) hour associated working time ;  
**Tutorial** - one (1) hour of delivery and two (2) hours associated working time;  
**Repeat tutorial** - one (1) hour of delivery and one (1) hour associated working time;  
**Musical accompanying** - one (1) hour of delivery and one (1) hour preparation time;  
**Clinical Nurse Education (little preparation required)** - one (1) hour of delivery and thirty (30) minutes associated working time;  
**Clinical Nurse Education (normal preparation required)** - one (1) hour of delivery and one (1) hour associated working time;  
**Marking** - the base rate applies;  
**Other required academic activity** - the base rate applies or  
**Other specialised academic activity** – 150% of the base rate applies

6. The terms "lecture" and "tutorial" mean any education delivery described as such in a course or unit outline or in an official timetable issued by the University. The delivery of a lecture or a tutorial also includes directly associated non-contact duties in the nature of preparation and student consultation.
7. The hourly rate in a repeat lecture or a repeat tutorial applies to a second (2<sup>nd</sup>) or subsequent delivery of substantially the same lecture or tutorial in the same subject matter within a period of seven (7) days and any student consultation reasonably contemporaneous with it.
8. The term "musical accompanying" means the provision of musical accompaniment to one (1) or more students or employees in the course of teaching by another employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.
9. The term "clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.
10. The term "standard marking" means routine marking of student assignments, essays, short answer and multiple choice examinations, conducted outside of contact hours.
11. The term "significant marking" means marking as a supervising examiner, or marking requiring a significant exercise of judgement appropriate to an employee at Level B status and conducted outside of contact hours.
12. Marking of student assessment, subject coordination and development duties will be paid on an hourly basis (unless conducted in the lecture, tutorial or demonstration itself). Actual tasks and time taken for each task will be time costed in accordance with sub-clause 30.18 of this Agreement as part of the development of the Workload Allocation Policy for each School or academic unit.
13. The term "Other required academic activity" means work that an employee is required to perform for the University and is performed in accordance with any such requirement, being work of the following nature:
  - (i) the conduct of practical classes, demonstrations, workshops, student field excursions;
  - (ii) the conduct of clinical sessions other than clinical nurse education;
  - (iii) the conduct of performance and visual art studio sessions;
  - (iv) musical coaching, repititeurship, and musical accompanying other than with special educational service;
  - (v) development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
  - (vi) consultation with students;
  - (vii) supervision; or
  - (viii) attendance at school and/or faculty meetings as required.
14. The list of "Other required academic activity" set out in paragraph 13 above is not intended to be exhaustive, but is provided by way of examples and guidance.
15. The term "Other specialised academic activity" means work that an employee is required to perform for the University and is performed in accordance with any such requirement, being work of the following nature:
  - (i) complex subject coordination;
  - (ii) developing new subjects.
16. The list of "Other specialised academic activity" set out in paragraph 15 above is not intended to be exhaustive, but is provided by way of examples and guidance.

## SCHEDULE IV

### EMPLOYEE DEVELOPMENT AND REVIEW SCHEME

#### **1. General**

- 1.1** The University will continue to provide an Employee Development and Review Scheme (EDRS) that incorporates processes of planning, monitoring, reviewing, improving and, where appropriate, recognising the performance of employees.
- 1.2** The processes outlined in 1.1 will be implemented in the context of the specified standard relevant to the employee's level of employment.

#### **2. Objectives**

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

#### **3. Responsibility**

- 3.1** The Division of Human Resources shall be responsible for overseeing the EDRS policy, procedures, guidelines, forms and supplementary resources and for providing relevant advice, consultancy and training.
- 3.2** The Vice-Chancellor, Deputy Vice-Chancellors, Pro-Vice-Chancellors, Executive Directors (or equivalent) and Executive Deans shall be responsible for implementing and monitoring the EDRS within the University or their respective Divisions and Faculties.

#### **4. EDRS Process**

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

**4.5** The EDRS process will:

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

**5. Participants**

**5.1** Each employee shall have a nominated supervisor for the purposes of the EDRS.

**5.2** The employee along with the supervisor shall be responsible for completing the EDRS documents.

**5.3** At the invitation of the employee, the employee's mentor or support person may participate in the EDRS process, provided that the supervisor is given five (5) days notice.

**6. Conflict Resolution**

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

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

**7.1** Access to an employee's EDRS documents will be limited to the employee, the employee's supervisor, the employee's Executive Director/Executive Dean (or equivalent), and employees whose duties require them to have access to the documents or for the purposes of administration of the scheme.

**7.2** EDRS documents may be used constructively as supporting evidence when decisions are being made in regard to:

- (i) normal or accelerated salary progression;
- (ii) awards such as the Vice-Chancellor's Awards for Excellence;
- (iii) study/developmental leave;
- (iv) participation in professional development activities, including secondment, staff exchange and job rotation;
- (v) attendance at external conferences/seminars;
- (vi) internal recruitment;
- (vii) academic promotion;
- (viii) workload allocation;
- (ix) performance; and/or
- (x) any other matter by agreement.

# Academic Staff Promotion Policy

## Section 1 - Purpose

(1) An appropriate Promotion Policy is one of the ways in which Charles Sturt University (the University) recognises the achievements and professional development of its academic staff.

(2) Academic staff promotions allow the University to identify and foster academic leadership, as defined in [The CSU Academic](#). Staff promotion enables evidenced and consistent outstanding achievement and performance at the current level that is aligned with the University's strategy and mission to be recognised and rewarded.

## Scope

(3) This Policy applies to:

- a. academic staff of the University, who hold a fixed-term or continuing appointment in a full-time or fractional capacity at level A, B, C or D;
- b. the Academic Staff Promotion Committee appropriate to the applicant's level; and
- c. employees involved in the administration of Academic Promotion applications and documentation.

## References

(4) This Policy must be read in conjunction with:

- a. relevant legislation;
- b. [Academic Staff Promotion Procedure](#);
- c. [Academic Staff Promotion Guidelines for Applicants](#);
- d. [Academic Staff Promotion Guidelines for Supervisors, Committee Members and Administration](#);
- e. [Teaching and Professional Work Function Policy - Professional Activity](#);
- f. the most recent [Enterprise Agreement](#); and
- g. any procedures designed to enhance best practice such as policies of Academic Senate and University Council Rules.

## Section 2 - Glossary

(5) In this Policy:

- a. Domain - is based on current practice and relevant legislation as informed by historical notions of a university. Charles Sturt University identifies three specific academic activities, which are termed domains and encompass much more than the traditional and restricted concepts of teaching and research. These academic activities are:
  - i. influencing university, profession, community;
  - ii. promoting learning; and



- iii. creating knowledge.
- b. Dimension - each domain is characterised in [The CSU Academic](#) by scope of activity, which comprises the following dimensions:
  - i. personal and professional development;
  - ii. student engagement and learning;
  - iii. application and integration of scholarship;
  - iv. design and development;
  - v. discovery and extension of new knowledge; and
  - vi. leadership and collaboration.
- c. Evidence - refers to demonstrable activities, outputs and outcomes that illustrate and support claims being made. The Academic Staff Promotion Committee will evaluate evidence for demonstration of excellence, quality, innovation and impact. Evidence should be provided in the [application](#), [supervisor statement](#) and report from the referees. Staff applying for level D or E promotion can also provide evidence in their oral presentations. All applicants should refer to [The CSU Academic](#) for further information.
- d. Ex officio - is Latin for "from the office," to describe someone who has a right because of an office held. A substitute may only attend a meeting for an ex officio member of a committee where they are acting in the position that has ex officio membership of the committee.
- e. Academic Staff Promotion Committee - is a generic title, usually shortened to Promotion Committee, describing the Faculty Academic Staff Promotion Committee and University Professorial Promotion Committee.
- f. Minimum standards for academic levels - refers to a set of generic, nationally-agreed [Minimum Standards for Academic Levels](#) that were developed in 2001-2002 for Teaching and Research academic staff and for Research-Only academic staff.
- g. Professional practice - professional practice has several different meanings, depending on context. For example, it can mean people who practise in the professions or people who practise in occupations or disciplines. Professional practice can also refer to the professional/ethical/moral dimensions of being a practitioner or the use of one's knowledge in a particular profession. Professional practice is "the idea, institutionalization and working methods of a systematic creation and application of special expertise. That is, professionals ... are specialist knowledge workers, an occupational group that relies on skills that are unavailable to others, not because they are in any way esoteric or are always highly remunerated but simply because they require sustained training and practice. Accordingly, and this is a second important characteristic, professionals enjoy a degree of self-control in their work, and of the standards of "good" work that they apply to it, which other occupations do not usually enjoy. On this basis, there are many fields of professional practice (so-called "professions") (Ulrich 2011, [What is Good Professional Practice?](#)) but, in this Policy, the term is used in a more restricted sense to refer to those staff engaged in professional practice, using the formal knowledge of their profession. "It is his practice-based knowledge that makes the difference - that makes him a good professional or a mediocre one - that defines him as a practitioner" (Catalpa, n.d., [All About Practice-Based Inquiry](#)).
- h. Research - refers to the creation of knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies and understandings. This could include synthesis and analysis of previous research to the extent that it leads to new and creative outcomes.
- i. Scholarship - refers to:
  - i. academic study or achievement, learning at a high level;
  - ii. engaging in personal but rigorous intellectual inquiry and development, involving values such as honesty, integrity, open-mindedness, scepticism and intellectual humility; and
  - iii. making transparent the processes and outcomes of scholarly activities.
- j. Supervisor - refers to the line manager of an applicant. In most cases, this will be the Head of School but, where the applicant is a Head of School or an Associate Dean, for example, the supervisor is the relevant Executive

Dean. If the applicant is an Executive Dean, then the supervisor is the Deputy Vice-Chancellor (Academic). In the case of staff appointed to a Research Centre and not to a School or Faculty, then the supervisor is the Centre Director. For those staff appointed to Divisions, the supervisor is the Director or Executive Director of the relevant Division.

- k. Teaching - there is a widespread misconception that teaching is the performative aspect of working with students directly, online or face to face. Engagement with students happens as much outside a class as inside it and involves significant background activity. Teaching is a multi-faceted, complex and collaborative activity. The [UK Professional Standards Framework for Teaching and Supporting Learning in Higher Education](#) suggests a three component model, where areas of activity include curriculum development, assessment and ongoing professional learning about teaching; core knowledge covers not only the subject matter but also knowledge of students, and appropriate learning technologies; and professional values cover aspects of equity and concern for minority groups, as well as the broader context of higher education. In Australia, the [Office for Learning and Teaching](#) provides criteria against which teaching excellence awards are judged. These include: approaches that influence, motivate and inspire students to learn; development of curricula and resources that reflect a command of the field; approaches to assessment, feedback and support that foster independent learning; support for equity and diversity; and scholarly activity.
- l. Work function - refers to the description of an employee's appointment as recognised in the [Enterprise Agreement](#)

## Section 3 - Policy

### Principles

(6) This Policy is based on principles of:

- a. recruitment, retention and development of high performing academic staff who contribute to the University's mission and operate in accordance with its [Code of Conduct](#);
- b. equity, fairness and flexibility in workplace arrangements;
- c. organisational productivity and performance;
- d. commitment to transparency of process, based on merit and equal opportunity for all academic staff;
- e. recognition of the variety of academic activity and differing forms of output that are characteristic of different disciplines;
- f. recognition of the widely varying combinations of academic activity, the balance of which is likely to change over time for any one staff member; and
- g. recognition of diversity in the ways in which individual academic staff contribute to the University's mission and the wide variety of academic work that is appropriate to that mission.

(7) It is expected that all staff will engage in an appropriate mix of activities across all three domains, in alignment with their current workload allocation.

(8) Level C is identified as the expected level that will be reached by most academic staff at Charles Sturt University during their career. Promotion beyond Level C is restricted to those showing sustained exceptional performance beyond the expectations of a Level C (or D) appointment.

### Eligibility

(9) There will be an annual round of promotions at which academic staff of the University, who hold a fixed-term or continuing appointment in a full-time or fractional capacity at Level A, B, C or D, may apply for promotion to the next appointment level. An applicant may make only one application in a promotion round. This does not preclude promotion by two academic levels where, in the view of the relevant Academic Staff Promotion Committee, such accelerated

progress is warranted. In the case of staff at Level B, where the relevant Faculty Academic Staff Promotion Committee recommends promotion by two academic levels, the relevant Faculty Academic Staff Promotion Committee will approve the promotion to Level C and forward the application to the University Professorial Promotion Committee with its recommendations.

(10) Academic staff employed on the basis of a fixed-term contract are also eligible to apply, but promotion of a person who is employed on a non-renewable contract does not vary the length of the contract.

(11) Academic staff whose employment is externally funded are not eligible to apply for promotion unless the funds include provision for an increase to support the promotion.

(12) Staff in a joint appointment (e.g. with the Department of Health, Department of Family and Community Services or Department of Human Services) may be eligible to apply, depending on the circumstances of the agreement.

(13) To be eligible for promotion, the following conditions must be met:

- a. staff have satisfactorily completed the requirements for probation; and
- b. individual performance is considered to be satisfactory, as determined by their supervisor, as a result of their most recent probation meeting or Employee Development and Review Scheme meeting.

(14) An academic staff member may not normally apply for promotion in consecutive years, unless the Deputy Vice-Chancellor (Academic) invites resubmission on the recommendation of the relevant Academic Staff Promotion Committee and Executive Dean of the applicant's Faculty, or unless there is a new and significant reason for early resubmission. The latter will require the support of the relevant Executive Dean and approval by the Deputy Vice-Chancellor (Academic).

## **Responsibilities**

(15) The Executive Director, Human Resources is responsible for developing, reviewing and overseeing the Academic Promotion Policy, including procedure, guidelines and forms for academic staff promotion.

(16) The Executive Director, Human Resources, has delegated authority to approve the Academic Staff Promotion Policy, Procedure, Guidelines and Forms, following review by Academic Senate and after they have been endorsed at a meeting of the Senior Executive Committee.

(17) Applicants are responsible for familiarising themselves with this Policy and associated documents. They must notify their supervisor of their intent to apply for promotion, prepare and submit an accurate application adhering to all timelines, and assist in selecting referees (where required by the supervisor) who can provide Academic Staff Promotion Committees with independent advice.

(18) Supervisors are responsible for providing applicants with consistent and accurate advice, organising an appropriate mentor, and counselling successful and unsuccessful applicants, as required by this Policy and the related procedures. Supervisors are responsible for nominating referees in consultation with the applicant.

(19) The Secretary, Academic Staff Promotion Committees is the individual designated to fill this role in respect of both Faculty Academic Staff Promotion Committee and University Professorial Promotion Committee. It is not the individual(s) providing administrative support to these committees.

## **Number of Promotion Positions**

(20) The number of promotion positions to be made available is not normally pre-determined. Promotion is merit-based and not limited by quotas except in exceptional circumstances.

## **Applications for Promotion and Their Assessment**

- (21) An application for promotion must be made in accordance with the manner, format and page limits prescribed in the Academic Staff Promotion Policy and related procedure and submitted on-line to the Secretary, Academic Staff Promotion Committees by the advertised closing date.
- (22) The Faculty Academic Staff Promotion Committee will assess applications for promotion to Lecturer (Level B) and Senior Lecturer (Level C), and make recommendations to the Executive Dean for determination.
- (23) The University Professorial Promotion Committee will assess applications for promotion to Associate Professor (Level D) and Professor (Level E), and make recommendations to the Vice-Chancellor for approval. The Vice-Chancellor will report to the University Council about the approved professorial appointments.
- (24) Where an applicant is not a member of a School or Faculty, and is applying for promotion to Level B or Level C, then the applicant's supervisor in consultation with the Deputy Vice-Chancellor (Academic) and/or Deputy Vice-Chancellor (Research, Development and Industry) will determine the appropriate Faculty Academic Staff Promotion Committee to consider the application.
- (25) The nominated members of the Academic Staff Promotion Committees will be appointed by the Executive Deans or Vice-Chancellor, in accordance with clauses 83-88 and 90-95 of the [Academic Staff Promotion Procedure](#).

## **Conflict of Interest**

- (26) Actual, potential or perceived conflicts of interest must be addressed. Procedures for handling any potential conflicts are addressed in the University's [Conflict of Interest Procedure](#).

## **Assessment of Applications**

- (27) Applications and/or presentations will be assessed in accordance with the Academic Staff Promotion Policy and related procedures.

## **Appeals**

- (28) There is no provision for an appeal against an unsuccessful application other than in cases where the applicant has reason to believe there has been a significant procedural irregularity.
- (29) Decisions of Academic Staff Promotion Committees at Faculty and University levels shall be made on the merits of the applications for promotion. Such decisions shall be final and not subject to review or change.

## **Out of Round Applications**

- (30) An application for promotion may be considered outside of the usual promotion round upon request of an Executive Dean, Research Centre Director, Deputy Vice-Chancellor or Vice-Chancellor where an individual has been offered another post and there is a clear School/Faculty/Research Centre/University case for retention.
- (31) Applications for promotion out-of-round must satisfy all other conditions for promotion. If there has been a previous decision not to promote at the University, there must be persuasive evidence of a significantly stronger case.

## **Reporting and Review**

- (32) The Vice-Chancellor and Executive Deans will report the following minimum requirements to Academic Senate at the completion of each annual Promotion round:

- a. the number of applicants in the round at all Levels B through D, with breakdown to Levels, Campus, Faculty, School, gender and primary domain;
- b. the number of promotions approved with similar breakdown;
- c. the number of appeals and outcomes;
- d. any problems or issues identified by the different committees. This will include a report on any delays (beyond prescribed time limits) in providing feedback to all applicants; and
- e. any out-of-round applications and promotions since the previous report, broken down as in clause 32a.

(33) The University is committed to ad hoc review of (the policy and) procedures and guidelines. Academic Senate will pro-actively engage with the report by the Vice-Chancellor and provide feedback on any relevant issues to the Senior Executive Committee for action. A systematic cycle of review and evaluation of the policy and procedures is to be formally conducted after three years, using the data collected by the Division of Human Resources as a starting point for sector benchmarking.

## Confidentiality

(34) Information contained in an application, including reports by referees and discussions within Academic Staff Promotion Committees, shall be confidential subject to any requirement of disclosure by law, including under the [NSW Government Information \(Public Access\) Act 2009](#). Any committee member who breaches confidentiality will be required to withdraw from the Academic Staff Promotion Committee and may be subject to disciplinary action.

## Section 4 - Procedures

(35) Refer to the [Academic Staff Promotion Procedure](#).

## Section 5 - Guidelines

(36) Refer to:

- a. [Academic Staff Promotion Guidelines for Applicants](#); and
- b. [Academic Staff Promotion Guidelines for Supervisors, Committee Members and Administration](#).

## Status and Details

Status:	Current
Effective Date:	
Review Date:	
Approval Authority Policy:	Executive Director Human Resources
Approval Authority Procedure Guideline:	Not Applicable
Approval Date:	
Expired Date:	To Be Advised
Unit Head:	Name: Karen Lenihan +61 2 69332210 Position: Director, Organisational and People Capability
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# Code of Conduct

## Section 1 - Purpose

- (1) The Code of Conduct specifies standards of conduct that are expected of all staff of Charles Sturt University (the University).
- (2) This Code aims to foster and maintain public trust and confidence in the integrity and professionalism of the University staff, and enhance the reputation of the University.

## Section 2 - Scope

- (3) This Code applies to:
- a. all staff members of the University within Australia, or working or travelling overseas on University business; and
  - b. those persons who hold a visiting or adjunct appointment with the University.
- (4) In some circumstances, this Code may apply to staff conduct outside of work. For example, it applies:
- a. when staff are on University premises outside normal hours of work;
  - b. whenever staff wear a University uniform, drive a University -badged vehicle or can otherwise be identified as a University staff member; and
  - c. when staff attend a meeting, conference, training session or work-related social function.

## Section 3 - Policy

### Standards of Staff Conduct

- (5) The University is committed to excellence, integrity, and sustainability in teaching and research. The standards of staff conduct support the University's values of being:
- a. collaborative;
  - b. student centred;
  - c. agile;
  - d. agents of change;
  - e. reliable; and
  - f. inclusive.

- (6) All staff are expected to familiarise themselves with the content of this Code and the sanctions that can be applied by the University for a breach of the Code. See clause 37.

### Personal and Professional Conduct

- (7) Staff are expected to act in a professional manner at all times. This includes the following:

- a. maintain an awareness of and work in accordance with the University's values, strategic and operational plans, relevant policies and procedures, contractual agreements and legislation;
- b. behave ethically and take action to prevent unethical behaviour;
- c. perform official duties with professionalism, care, skill, fairness and diligence;
- d. maintain currency of their knowledge, skills and technical competencies;
- e. treat others with courtesy, dignity and respect; communicate without bias; respect and accommodate the rights and differences of others; and ensure that their own conduct contributes to a work and study environment free of discrimination and harassment. For more detailed information on staff obligations, see the following Equity, Diversity and Support policies:
  - i. [Equal Opportunity Policy](#);
  - ii. [Harassment and Bullying Prevention Policy](#); and
  - iii. [Communicating Without Bias Guidelines](#).
- f. take all reasonable care for the health, safety and wellbeing of others, and report hazards, incidents, accidents and risk of harm or injury to the appropriate University officer. For more detailed information on staff obligations, see the following Health, Safety and Wellbeing policies:
  - i. [Work Health and Safety Policy](#);
  - ii. [Occupational Health, Safety and Welfare Objectives and Responsibilities Policy](#); and
  - iii. [Alcohol and Other Drugs Policy](#).
- g. act in the best interests of the University and refrain from activities that could bring the University into disrepute.

## Intellectual Freedom

(8) Staff have the general right to intellectual freedom of enquiry and expression. This applies to areas of academic knowledge within the discipline area in which staff possess a demonstrated level of expertise.

(9) The right to intellectual freedom is accompanied by responsibilities to:

- a. support the role of the University as a place for independent thought and learning, constructive criticism and rational debate;
- b. search for and disseminate knowledge and truth responsibly and honestly; and
- c. respect the intellectual freedom and intellectual property rights of others.

## Communication and Use of University Information

### Personal Information and Confidentiality

(10) Staff and students are entitled to confidentiality and privacy with respect to information that is personal to them.

(11) Staff are expected to maintain the confidentiality, integrity and security of information to which they have access as a result of their employment within the University. Refer to the [Learning Analytics Code of Practice](#), for information on obligations relating to learning and teaching data/analytics.

(12) Staff must not use information to which they have access as a result of their employment with the University to gain or seek to gain personal benefit for themselves or others. For more detailed information on staff obligations, see the [Intellectual Property Policy](#).

### Disclosure of Information

(13) The University is entitled to the protection and integrity of the information it holds.

(14) Staff may only release information that they are authorised to release.

(15) Any disclosure of information:

- a. must comply with any University policy and procedure on the release of information;
- b. must comply with the relevant information protection principles in the [Privacy and Personal Information Protection Act 1998 \(NSW\)](#);
- c. must not be misleading or likely to be misused; and
- d. must not contain unauthorised expression of opinion on official University policy or practice.

### **Protected Disclosure of Information**

(16) In the public interest, staff must report the following to an appropriate authority: breaches of this Code and any suspected corrupt conduct, maladministration or serious or substantial waste of public money.

(17) The University will endeavour to protect staff who, in good faith, report breaches referred to in clause 16. Such disclosures are not deemed to be a breach of this Code.

(18) For more detailed information on staff obligations, see the [Public Interests and Other Disclosures Policy](#).

### **Public Comment**

(19) The University is committed to encouraging public comment and the engagement of staff in intellectual debate and cultural pursuits. Public comment includes public speaking engagements, comments on radio or television, and expressing views in letters to newspapers or in books, journals, notices or other media (including social media such as Facebook and Twitter) where it might be expected that the publication or circulation of the comment will spread to the community at large.

(20) In making written or oral comments which purport to represent the views or authority of the University and which might reasonably be expected to become public, staff have a responsibility to ensure that they have delegated authority to make such public comments.

(21) Staff may make public comment on any issue, subject to the following:

- a. where the matter of a media statement or letter relates directly to the academic or other specialised area of a staff member's appointment, the staff member may use the University's name and address and give the title of their University appointment in order to establish their credentials; or
- b. where the matter does not relate directly to the academic or other specialised area of a staff member's appointment, the staff member should clearly indicate that their comments are being made in a private capacity and should not be attributed as official comment of the University.
- c. For more detailed information on staff obligations, see the following University policies:
  - i. [Media Policy](#); and
  - ii. [Web Policy](#).

### **University Resources**

(22) Staff are expected to maintain, protect, properly use and care for the University's resources, including property, facilities, equipment, information systems, motor vehicles and funds. Fraud or theft by an employee may result in



dismissal, and where appropriate, legal action will be taken.

(23) Staff may use University resources, including equipment and motor vehicles, only for official University business. Other use of University resources, or its use by persons who are not staff or students of the University, must be in accordance with University policy and undertaken only with the approval of an authorised University officer.

(24) Staff may use University information systems only for official University business. University information systems, including software and computer equipment, must be used in accordance with University policy, and only with the approval of an authorised officer of the University. Electronic equipment and copying devices represent particular areas where staff are obliged to act responsibly.

(25) For more detailed information on staff obligations, see the following Finance and Information Technology policies:

- a. [Computing and Communications Facilities Use Policy](#);
- b. [University Vehicles Use Policy](#); and
- c. [Travel Policy](#).

## **Conflict of Interest**

(26) Staff are expected to take reasonable steps to avoid actual, potential or perceived conflicts of interest between their private interests and the interests of the University.

(27) If a situation that may give rise to an actual, potential or perceived conflict of interest exists or staff are unsure whether such a situation exists, disclosure must be made to their immediate supervisor or other senior officer within their Faculty, Division, Office or Centre, and staff must withdraw themselves immediately and indefinitely from the situation unless authorised to act otherwise .

(28) Staff in supervisory positions must be especially alert to the various situations in which conflicts of interest may arise in the workplace and handle such situations in a sensitive manner.

(29) For more detailed information on staff obligations, see the [Conflict of Interest Procedure](#).

## **Personal Relationships**

(30) Staff are expected to take care that all University-related relationships are appropriate, comply with professional and ethical standards, and do not involve a conflict of interest or breach of trust (e.g. employing family members or marking family members' assignments). They should disclose close personal relationships to their supervisor if they could result in a conflict of interest in the workplace or in the performance of their official duties.

## **Gifts and Benefits**

(31) Staff must not give, solicit or receive gifts or benefits that might, or might be perceived to, in any way compromise or influence them in the performance of their duties.

(32) Gifts may be accepted in accordance with University policy.

(33) Where staff, directly or indirectly, receive a financial benefit or other advantage in respect of any work with which they are connected as University staff, disclosure must be made in accordance with University policy.

(34) For more detailed information on staff obligations, see [Gifts Guidelines - Receipt by Staff](#).

## **Outside Employment and Private Professional Consultancy**

(35) Staff may be permitted to engage in private professional consultancy and/or employment outside the University, in accordance with terms and conditions prescribed in the [Outside Professional Activities Policy](#).

## Election Candidates

(36) If a staff member nominates for election to a Commonwealth or State Parliament or to a local or regional Council, then they must observe the conditions set out in the [Staff who Seek Election to a Parliament or to a Local Government Body Policy](#).

## Breach of Code

(37) Breaches of this Code will be dealt with as a breach of discipline or misconduct/serious misconduct under any relevant industrial instrument (e.g. [CSU Enterprise Agreement](#), Australian Workplace Agreement or contract of employment) or any legislation, policy or By-law of the University.

(38) A staff member who breaches the conflict of interest provisions in this Code may be subject to one or more of the following sanctions, depending on the seriousness of the breach:

- a. counselling;
- b. formal censure;
- c. withholding of a salary step;
- d. demotion by one or more salary steps;
- e. demotion by one or more classification levels;
- f. termination of employment;
- g. any other sanctions authorised under any relevant industrial instrument or any legislation, policy or By-law of the University;
- h. civil action; and/or
- i. reporting of the breach to the police or any other appropriate authority external to the University.

(39) Despite clause 37, the University may, at any time and without notice to the relevant staff member, report any suspected breach of law to police or any other appropriate authority external to the University.

## Section 4 - Procedure

(40) Refer to the [Conflict of Interest Procedure](#) .

## Section 5 - Guidelines.

(41) Nil.

## Status and Details

Status:	Current
Effective Date:	
Review Date:	
Approval Authority Policy:	University Council
Approval Authority Procedure Guideline:	Not Applicable

Approval Date:	2nd December 2015
Expired Date:	To Be Advised
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## **PART B – CLASSIFICATION AND REMUNERATION**

### **17. POSITION CLASSIFICATION STANDARDS**

- 17.1** The duties of academic staff will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 3.
- 17.2** The duties of research-only staff members will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 4.
- 17.3** Academic work comprises academic leadership, teaching performance and leadership, research, scholarship, creative activity, professional practice, commercialisation activity, service/engagement, administration, and professional leadership. Academic staff (except sessionals) will be provided with adequate and appropriate opportunities to perform in relevant areas of this work.

### **18. SESSIONAL STAFF CLASSIFICATIONS**

The definitions for sessional academic classifications are outlined in Schedule 5.

### **19. INCREMENTAL PROGRESSION**

- 19.1** Incremental progression is available for staff members excluding sessional staff and those staff at the top salary point of the relevant level.
- 19.2** On completion of twelve (12) months satisfactory service, in accordance with the Performance Planning and Review (PPR-AS) Policy, a staff member will progress to the next increment within the salary scale.
- 19.3** An increment may only be withheld on performance grounds where a staff member is subject to the formal procedures relating to unsatisfactory performance (clause 44).

### **20. SALARY INCREASES AND RATES OF PAY**

#### **20.1 Salary Increases**

This Agreement provides for increases in salary rates as follows:

- 3% from 1 December 2013 (paid);
- 3% from 1 December 2014;
- 3% from 1 December 2015;
- 3% from 1 December 2016.

#### **20.2 Rates of Pay**

Schedule 1 sets out the full salary scale of minimum rates of pay for full-time academic and research-only staff as defined in the Agreement. Schedule 2 sets out the salary rates for sessional staff.