



THE UNIVERSITY OF NEW SOUTH WALES

UNSW (Academic Staff) Enterprise Agreement 2006

August 2006

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2.0 TITLE

This Agreement is made under section 328 of the *Workplace Relations Act 1996* and will be known as the *University of New South Wales (Academic Staff) Enterprise Agreement 2006* ("Agreement").

3.0 INTERPRETATIONS AND DEFINITIONS

3.1 References to Office Holders

In this Agreement a reference to a particular officer or to the holder of a particular office includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

3.2 Definitions

In this Agreement the following definitions will apply:

"Act" means the *Workplace Relations Act 1996*.

"AIRC" means the Australian Industrial Relations Commission.

"consult" and "consultation" means that the University will provide relevant information (orally or in writing), the affected parties will confer and that the views expressed will be taken into account before a final decision is made by the University.

"continuous service" means that period of service with the University (or controlled entities of the University [but not UNSW Asia] or institutions absorbed by the University) including breaks in service of up to six weeks.

"Deputy Vice-Chancellor" means the Deputy Vice-Chancellor with primary responsibility for academic staffing matters unless the Vice-Chancellor specifically nominates another Deputy Vice-Chancellor.

"employee" or "academic" or "academic staff" means an employee of the University covered by this Agreement who performs work of the type described in clause 16.0.

"employee representative" means a person, such as another employee, the ASERC, or a union, chosen by an employee to undertake representations to the University on their behalf, provided that the person is not a practicing solicitor or barrister in private practice.

"immediate family" means:

- (i) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner);
- (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee;
- (iii) a relative, who lives with the employee in the same household.

"ordinary time earnings" means the rate of salary prescribed by this Agreement, and any other payment that is superable.

"supervisor" means the Head of an academic unit in which the employee is employed, provided that:

- the Vice-Chancellor may delegate in writing, another academic classified at Level C or above to be the supervisor of one or more employees;
- an academic may request the nomination of an alternative supervisor.

"University" will refer to the University of New South Wales as the employer.

4.0 DURATION AND OPERATION OF AGREEMENT

The provisions of this Agreement will take effect on and from the date of approval and will remain in force until 31 March 2009.

5.0 APPLICATION

- (a) This Agreement will be binding upon and apply to:
 - (i) the University;
 - (ii) the National Tertiary Education Industry Union; and
 - (iii) all academic employees of the University.

- (b) This Agreement does not apply to:
 - (i) those staff who are party to an Australian Workplace Agreement (AWA) with the University; or
 - (ii) general staff employees of the University; or
 - (iii) teaching staff employed at the Institute of Languages; or
 - (iv) staff employed as fellows at the Kensington Colleges; or
 - (v) staff employed by UNSW Asia or other separate legal entities controlled by UNSW.

- (c) Clauses 18.0 – 22.0 of this Agreement (inclusive) will not apply to employees holding the position of Deputy Vice-Chancellor, Pro Vice-Chancellor, Rector of the Australian Defence Force Academy or Dean, or positions of equivalent senior responsibility and status as approved by the University Council or other delegated University decision-making body.

6.0 AWARDS AND EMPLOYMENT RELATED DOCUMENTS

- (a) This Agreement replaces and rescinds the *University of New South Wales (Academic Staff) Enterprise Agreement 2003*.

- (b) This Agreement wholly displaces and operates to the exclusion of the provisions of all awards, including any protected award conditions as defined by section 354 of the Act, and other agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.

- (c) The University may offer and enter into Australian Workplace Agreements (AWAs). Those AWAs will operate to the exclusion of this Agreement and prevail over the terms of this Agreement to the extent of any inconsistency.

- (d) At the time of offering an AWA to an employee pursuant to clause 6.0(c) above the University will:
 - (i) offer genuine choice between the AWA and this Agreement;
 - (ii) provide access to this Agreement;
 - (iii) advise of the right to appoint a bargaining agent; and
 - (iv) allow at least two weeks to consider any AWA offered.

- (e) Subclauses 6.0(d)(i) and (ii) above do not apply where the position being offered is that of Deputy Vice-Chancellor, Pro Vice-Chancellor, Rector of the Australian Defence Force Academy or Dean, or positions of equivalent senior responsibility and status as approved by the University Council or other delegated University decision-making body.

- (f) An employee will not be discriminated against due to their choice of agreement making under subclause 6.0(d)(i) in determining access to promotion, career progression, or appointment to other positions within the University.

7.0 IMPLEMENTATION OF AGREEMENT

- (a) A copy of this Agreement will be kept in an easily accessible place at each campus of the University and be available for inspection upon request by any employee.
- (b) An employee may choose to be represented by an employee representative of their choosing in relation to any matter or process set out in this Agreement.
- (c) An Academic Staff Employee Representative Committee (ASERC) will be established to:
 - (i) perform functions assigned to it under this Agreement; and
 - (ii) meet with the University no more than three times per year to discuss matters relating to the implementation of the Agreement.
- (d) The ASERC will comprise two employee representatives nominated by the NTEU and the same number of directly elected employees.
- (e) The ASERC will elect a Chairperson and will advise the University of the name of the Chairperson.
- (f) In carrying out duties pursuant to clause 7.0(c) above (including attending meetings and receiving professional development in their role as members of ASERC or as employee representatives), ASERC members will be allowed reasonable paid time and will be considered to be on duty.

8.0 UNIVERSITY WIDE POLICIES

- (a) The University will develop and/or maintain a range of University wide policies, procedures and guidelines on human resources matters, such as intellectual property and workplace bullying. Where policies, procedures and guidelines which have a significant and substantial impact on employees are developed or reviewed during the life of this Agreement, the University will consult with employees and with the ASERC as part of the University's general consultation processes.
- (b) Disputes arising from the implementation of University-wide policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the disputes settling procedures of this Agreement, but will be dealt with through a fair and transparent internal mechanism such as the *UNSW Staff Grievance Policy and Procedures*.
- (c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or guideline referred in it.

9.0 ACADEMIC FREEDOM

The University recognises academic freedom which entails the right of an employee to:

- (i) contribute to the decision-making processes and structures of the University; including the right to express opinions about the operations of the University and higher education policy more generally;

- (ii) pursue critical and open inquiry, publish, research and, consistent with the University's academic processes, freely discuss, teach, assess and develop curricula;
- (iii) participate in public debates and express opinions about issues and ideas and about the University or higher education issues more generally;
- (iv) participate in professional and representative bodies, including unions, and engage in community service;
- (v) express their personal views, consistent with the University's Code of Conduct,

without fear of harassment, intimidation or unfair treatment.

10.0 DISPUTE SETTLING PROCEDURES

- (a) Where a dispute arises regarding the interpretation, application or operation of any provision of this Agreement it will, in the first instance, be discussed by the employee(s) and their supervisor within 5 working days, unless otherwise agreed, in an effort to resolve the matter promptly.
- (b) Where the steps in subclause 10.0(a) are unsuccessful, the employee(s) may refer the matter in writing ("the Dispute Notification") to the relevant Dean or Divisional Head for resolution within 5 working days of the Dispute Notification, unless otherwise agreed. A copy of the Dispute Notification will be sent to the Manager, Industrial Relations.
- (c) Where a dispute is not resolved following the steps in subclauses 10.0(a) and (b) above, it may be referred by either of the parties to the dispute to the AIRC for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Subject to the legislative rights of any party to the dispute to appeal a decision of the AIRC, the parties to the dispute will implement any arbitrated decision of the AIRC in resolution of the dispute.
- (d) As an alternative to the AIRC, both the employee(s) and the University may agree to refer the matter to an external mediator or arbitrator in order to resolve the dispute. A mutually agreed arbitrator may exercise such powers and functions as the parties to the dispute agree are appropriate at the time.
- (e) Until the procedures described in subclauses 10.0(a) and (b) have been exhausted, the University will not change work, duties, staffing or organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. This subclause does not apply where the matter in dispute is related to clauses 18.0, 20.0 or 21.0.

11.0 INDIGENOUS EMPLOYMENT AND EQUITY

- (a) The University is committed to implementing an Equal Employment Strategy and an Indigenous Employment Strategy as part of its overall Human Resources Strategy during the life of this Agreement.
- (b) A key objective of the Equal Employment Strategy will emphasise programs to support the development of female staff into senior positions within the University and measures to support the needs of staff with disabilities or family responsibilities.
- (c) A key objective of the Indigenous Employment Strategy will be to work towards achieving particular targets in relation to increasing employment and career development opportunities for indigenous Australians.

- (d) The ASERC will nominate:
 - (i) one of its members who will meet regularly with the University and the Indigenous Employment Strategy committee to discuss the progress of the Indigenous Employment Strategy and indigenous employment issues generally.
 - (ii) one of its members who will meet regularly with the Deputy Vice-Chancellor to discuss equity issues and programs.

PART B – SALARIES AND RELATED MATTERS

12.0 SALARIES

12.1 Salary Increases

- (a) This Agreement provides for salary increases of:
 - (i) 2.5% from the first full pay period after staff endorsement of the Agreement;
 - (ii) 2.5% from the first full pay period after 1 December 2006;
 - (iii) 2.5% from the first full pay period after 1 June 2007;
 - (iv) 2.5% from the first full pay period after 1 December 2007;
 - (v) 2.5% from the first full pay period after 1 June 2008 ;
 - (vi) 2.5% from the first full pay period after 1 December 2008;
- (b) For the purpose of clause 12.1(a)(i), staff endorsement of the Agreement means approval of the Agreement by a valid majority of employees in accordance with section 340(2) of the Act.
- (c) The total minimum salaries for employees of the University, including the salary increases provided for in subclauses 12.1(a), will be as set out in Schedule 1 for full-time employees and Schedule 2 for casual employees. Fractional employees will be paid at a pro rata rate based on the appropriate full-time salary in Schedule 1.

12.2 First Aid Allowance

An employee appointed by the University as a first aid officer will be paid an allowance of \$540.

13.0 SUPERANNUATION

- (a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme, the Professorial Superannuation Scheme, or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.
- (b) In all other cases, the University will make the following employer superannuation contributions:
 - (i) 17% of ordinary time earnings if the employee is a continuing employee or is employed on a fixed-term contract of two years or more; or
 - (ii) 9% of ordinary time earnings if the employee is employed on a fixed-term contract of less than two years or is a casual employee whose wages are \$450 or more per calendar month.
 - (iii) 3% of ordinary time earnings for all casual employees who earn less than \$450 per calendar month but more than \$2,135 in either of the six month periods between 1 January and 30 June or 1 July and 31 December each year.
- (c) Provided that the University's Trust Deed and Deed of Covenant with UniSuper so allow, an employee who is a member of UniSuper and who is eligible to receive the employer

superannuation contribution specified in clause 13.0(b)(i) may elect to make reduced employee superannuation contributions to increase take home salary or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

14.0 SALARY SACRIFICING SCHEME

- (a) By written agreement with the University, an employee may receive a non-monetary benefit in lieu of salary provided that the total value of the non-monetary benefit and salary is no less than the salary entitlement the employee would otherwise receive.
- (b) An employee may withdraw from the salary sacrificing arrangement by giving 8 weeks notice.
- (c) If an agreement is made under subclause 14.0(a) any other payment calculated by reference to the employee's salary and payable during employment, or on termination of employment, will be calculated by reference to the substantive salary, ie the amount including the value of the non-monetary benefit.

PART C - MODES OF EMPLOYMENT

15.0 TYPES OF EMPLOYMENT

- (a) The University will employ an employee on terms that correspond with one or other of the types of employment prescribed in clauses 15.1 – 15.3.
- (b) To avoid doubt, nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.
- (c) An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a fractional (part-time) capacity. Fractional (part-time) employment means employment for a fraction of the normal weekly workload for a full-time employee. All entitlements of an employee employed on a fractional (part-time) basis in this Agreement are paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification and discipline.

15.1 Continuing Employment

Continuing employment means employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment.

15.2 Fixed-Term Employment

- (a) Fixed-term employment means employment for a specified term or ascertainable period, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire, and for which, during the term of employment, the contract is not terminable, by the University, other than:
 - (i) during a probationary period in accordance with clause 20.1 (Probationary Employment) of this Agreement; or
 - (ii) where the employee's position is made redundant and he/she is paid in accordance with clause 17.0 (*Managing Change in the Workplace*) and clause 18.0 (*Redundancy Provisions*) of this Agreement because the external funding essential to the employment ceases or where the work is no longer required to be undertaken; or

- (iii) for cause based upon unsatisfactory performance or serious or wilful misconduct in accordance with clause 21.0 (*Termination of Employment and Disciplinary Action*) of this Agreement.
- (b) In relation to other matters contained in this Agreement, a fixed-term employee will be entitled to the same terms and conditions of employment as would apply to a continuing employee engaged in an equivalent classification and working an equivalent fraction of full-time, except where specifically excluded by this Agreement.

15.2.1 Notice of Cessation or Renovation of Fixed-Term Employment

- (a) A fixed-term employee may be offered a further contract of employment. Unless such an offer is made and accepted, or the employee's employment is terminated earlier in accordance with clause 15.2.(a), the employee's employment will end on the specified end date or occurrence of the contingency specified in the employee's contract of employment. It is recognised that where the University has made a determination to continue a position with the same or substantially similar duties or where there have only been inconsequential changes to the position, the fixed-term employee will normally be offered further employment in the position provided that:
 - (i) he/she was initially appointed through an externally advertised competitive selection process; and
 - (ii) he/she is demonstrating satisfactory performance in all aspects of the position; and
 - (iii) in the case of substantially similar duties, the University is satisfied that he/she has the capacity to meet any new duties or competencies that may be required.
- (b) The University will provide to a fixed-term employee a written notice (including by email) of 4 weeks of its intention to renew, or not to renew, employment with the University upon the expiry of the contract except where:
 - (i) the employee is on a pre-retirement contract; or
 - (ii) the employee is on a fixed-term contract of less than six months.
- (c) Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by clause 15.2.1(b) above, it will be sufficient compliance with this clause if the University:
 - (i) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
 - (ii) gives notice to the employee at the earliest practicable date thereafter.

15.2.2 Application to Convert from Fixed-Term to Continuing Employment

- (a) A fixed-term employee may apply to the University to be converted to continuing employment provided that he/she:
 - (i) was initially appointed to the University through an externally advertised selection process; and
 - (ii) has held the position that he/she is currently in for a period of at least three years or is in the third year of fixed-term employment in that position in circumstances where the contract will expire on or after the third anniversary of initial appointment to the position; and
 - (iii) is demonstrating satisfactory performance in the position.

- (b) The University may reject an application under clause 15.2.2(a) on reasonable grounds. Such grounds shall include, but not be limited to, that the position is funded from source(s) external to the University.

15.2.3 Severance Pay for Fixed-Term Employees

- (a) A fixed-term employee whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with subclause 15.2.3(c) or (d) below, except where:
- (i) the employee was employed on a first fixed-term contract where the position is of a type described in subclauses 15.2.3(c)(i)-(iii), unless a position with the same or substantially similar duties continues to be required but another person has been appointed, or is to be appointed, to that position; or
 - (ii) the employee was replacing another employee on leave or secondment from the workplace; or
 - (iii) the employee was on a pre-retirement contract; or
 - (iv) the position was one specifically designated for UNSW students; or
 - (v) the position was a senior management position, being either Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean or Rector of the Australian Defence Force Academic, or positions of an equivalent status as approved by the University Council or other delegated University decision making body.
- (b) The University, in a particular case, may make application to the AIRC to have the severance payment entitlement varied if it obtains acceptable alternative employment for the employee.
- (c) Where an employee is entitled to a severance payment in accordance with subclause 15.2.3(a) above, the following payments will apply where the position is:
- (i) funded from an identifiable source(s) 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; or
 - (ii) a research only position; or
 - (iii) for a specific task or project.

Length of Continuous Service	Severance pay
Up to 1 year	0 weeks pay
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- (d) Where an employee is entitled to a severance payment in accordance with paragraph 15.2.3(a) above, the following payments will apply for all other fixed-term positions other than those specified in subclause 15.2.3(c) above:

Length of Continuous Service	Severance pay
Up to 3 years	0 weeks pay
3 years and up to the completion of 4 years	4 weeks pay
4 years and up to the completion of 5 years	5 weeks pay
5 years and up to the completion of 6 years	6 weeks pay
6 years and up to the completion of 8 years	7 weeks pay
8 years and up to the completion of 9 years	8 weeks pay
9 years and up to the completion of 10 years	9 weeks pay
10 years and over	2 weeks pay for each completed year of service

- (e) Where an employee with between five and ten years of continuous service is entitled to a severance payment in accordance with subclause 15.2.3(d) above, he/she will be entitled to a payment in lieu of long service leave calculated at the pro rata rate in accordance with subclause 29.1(e) of this Agreement.
- (f) Breaks between fixed-term appointments of up to two times per year and of up to six weeks per break will not constitute breaks in continuous service.
- (g) Periods of continuing employment prior to commencing a fixed-term contract, casual employment or approved unpaid leave will not count for service for the purposes of clauses 15.2.3(c) and (d), but will not constitute breaks in service.
- (h) Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

15.3 Casual Employment

- (a) Casual employment means a person employed by the hour and paid on an hourly basis to perform duties of the type described in Schedule 2 of this Agreement.
- (b) In recognition of occupational health and safety responsibilities, the regular workload of a casual employee should not entail his/her working more hours in any week (including associated working time, as prescribed in Schedule 2) than a full-time employee.
- (c) Casual employees should not be responsible for the employment or supervision of other staff and should not be primarily responsible for the development of on line teaching and learning.
- (d) Casual employees are not expected to engage in research duties. For the purpose of this subclause preparation for teaching and course/subject development is not regarded as research.
- (e) A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rate in Schedule 2 (1a to 1d) for each hour of teaching.
- (f) Casual employees should only be involved in administration to the extent that it is necessary to support their teaching related function.
- (g) Casual employees will be paid on a fortnightly basis in accordance with the offer of employment and the salary rates prescribed in Schedule 2. Payment will be made within 21 days of a pay claim being submitted to the University. Where an offer of casual employment is made across an entire session, the casual employee and the University may agree to equalise fortnightly salary payments over that period.
- (h) The University will make employer superannuation contributions for casual employees in accordance with clause 13.0 of this Agreement to UniSuper.

15.3.1 Offers of Employment to Casual Employees

A person who is offered casual academic employment for a continuous period of more than 4 weeks will be given a written offer of employment which will include:

- (a) a statement of duties to be performed, the relevant pay rates for each duty and the anticipated number of hours required;
- (b) a statement that additional duties will be paid for;
- (c) entitlements with respect to superannuation;
- (d) sources that can be contacted for further information about his/her employment; and
- (e) notification of the requirement to disclose other academic employment at the University.

16.0 DUTIES AND RESPONSIBILITIES

- (a) The UNSW Position Classification Standards (PCSs) in Schedule 3 of this Agreement describe the broad categories of responsibilities associated with continuing and fixed-term employment at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.
- (b) The appointment or promotion of an employee to a particular level does not prohibit the University from requiring that employee to undertake duties associated with a lower level provided those duties are commensurate with, and appropriate to, the skills and qualification of the employee.
- (c) Academics employed to do both teaching and research can expect to make a contribution to a diversity of functions within the University. Such functions include teaching, research, participation in professional activities and participation in the academic planning and the governance of the University. The balance of the functions will vary according to level and position over time. All teaching and research academic staff will be provided with the opportunity to undertake the full range of academic duties commensurate with the classification level to which they have been appointed. It is recognised that at a given point in an academic career, an employee may agree with his/her academic supervisor to perform a predominantly teaching or research role for a defined period.
- (d) A research only employee will be appointed at a level at least consistent with the "Guidelines for Appointment of Academic Research Staff" which were in place on the day before the commencement of the Agreement.
- (e) Where a dispute arises as to the appropriate duties of an employee, it will be dealt with in accordance with clause 10.0 of this Agreement. Should it prove to be the case that the employee has been performing duties at a higher classification, the remedies will be specifically limited to:
 - (i) payment of an allowance calculated to adjust the salary of the employee to at least the minimum point on the next highest scale, but no more than the salary of the person whose duties are taken over; or
 - (ii) removing the higher level duties from the employee.

Provided that the University may decide that reclassification of the employee to a higher level is an appropriate remedy.

- (f) When an Associate Lecturer is required to take over the duties of a Lecturer for a period longer than 5 continuous working days, a higher duties allowance will be paid to adjust the salary to at least the minimum point on the Lecturer's scale, but no more than the salary of the person whose duties are taken over.

PART D – WORKPLACE CHANGE AND REDUNDANCY

17.0 MANAGING CHANGE IN THE WORKPLACE

17.1 General principle

- (a) The sound management of workplace change requires the involvement of the people who will be affected by that change.
- (b) An employee representative of the employee's choosing will have the same rights to consultation and access to documentation as conferred on an employee under this clause.

17.2 Minor workplace change

The University will consult with employees who may be significantly affected by minor workplace change issues prior to the formal implementation of any change. The University will allow a reasonable time frame for consultation to take place.

17.3 Major Workplace Change

- (a) Where major workplace change is proposed the University will:
 - (i) meet and consult with directly affected employees; and
 - (ii) provide a detailed workplace change proposal (in writing) to directly affected staff as part of the consultation process.
- (b) Major workplace change occurs in situations that have a major and substantial impact on the employee, such as, but not limited to:
 - (i) possible forced job losses;
 - (ii) outsourcing (including to UNSW controlled entities);
 - (iii) significant restructuring across an entire faculty, division, school or equivalent sized organisational unit;
 - (iv) relocation to another campus that involves unreasonable additional travel.
- (c) The detailed workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on staff, and the likely timeframe for consultation and implementation.
- (d) Directly affected employees (and any chosen employee representative(s)) will have an opportunity to respond to the proposed change and the University will consider any alternative(s) put forward. Directly affected employees will be advised formally of any changes to the original proposal prior to implementation.
- (e) During the consultation process outlined in this clause and prior to making any forced retrenchments the University will consider any other proposal to minimise or eliminate the need for forced retrenchment, including allowing employees an opportunity to express interest in redeployment, voluntary separation, or pre-retirement contracts in appropriate circumstances.
- (f) In filling positions in any new structure the University will ensure that :
 - (i) employees employed on a continuing or fixed-term contract basis, whose positions remain in the new structure and are not significantly changed, will continue to hold their positions in accordance with their contract of employment; and

- (ii) employees whose positions have been made redundant will be given first opportunity to apply for any new positions that have been created or made vacant in the restructure.

17.4 Implementation of Redundancies

Where a decision is made to declare a position redundant following the process above, the redundancy and redeployment provisions of clause 18.0 will apply.

18.0 REDUNDANCY PROVISIONS

- (a) Unless otherwise stated, the provisions of this clause will not apply in circumstances where the University and an employee negotiate a voluntary separation package as part of the process set out in clause 17.0.
- (b) The provisions of clause 18.0 do not apply to casual employees.

18.1 Notification of Redundancy

- (a) Where, following the process set out in clause 17.0, a decision has been made by the University to declare one or more academic positions redundant, the Deputy Vice-Chancellor will advise the affected employee(s) in writing the reasons for the redundancy and that:
 - (i) the position occupied by the employee is to be declared redundant; and
 - (ii) that his/her employment may be terminated; and
 - (iii) that the employee will enter into a Transition Period of 8 weeks during which time the employee may advise the University that he/she wishes:
 - to seek a review in accordance with clause 18.2 below; or
 - to pursue redeployment to another position within the University in accordance with clause 18.3 below; or
 - to accept retrenchment.

An employee may seek both redeployment pursuant to clause 18.3 and a review pursuant to clause 18.2.

- (b) During the Transition Period an employee will have access to:
 - (i) reasonable outplacement support;
 - (ii) a reasonable amount of time without loss of pay to attend job interviews or other job search activities; and
 - (iii) where agreed by the University, a program of retraining.

Reasonable travel and other expenses associated with 18.1(b)(i) - (iii) will be paid by the University, as determined by the Deputy Vice-Chancellor.

18.2 Review

- (a) An employee who elects to seek a review of the decision to declare his/her position redundant must apply to the Deputy Vice-Chancellor for a Review of that decision within 10 working days of the advice referred to in clause 18.1(a) above. The employee must indicate the basis upon which a Review is sought.
- (b) Upon receiving a request for a Review, the Deputy Vice-Chancellor will immediately refer it to a Review Committee which will comprise:

- (i) a nominee of the Deputy Vice-Chancellor;
 - (ii) another academic staff member of the University nominated by the employee, or where no election is made, then by the directly elected representatives of the ASERC;
 - (iii) a chairperson appointed by the Deputy Vice-Chancellor from a panel of chairpersons established by the University following consultation with the ASERC. The chairperson will have relevant experience and will be free of any conflict of interest.
- (c) The Committee must be convened within 7 working days of the matter being referred to the Deputy Vice-Chancellor and should complete its deliberations within 15 working days.
 - (d) The Review Committee's role will be to review documentation relevant to the decision to declare an employee's position redundant and to report with recommendations to the Vice-Chancellor on whether, in its opinion, the University:
 - (i) complied with clauses 17.0 and 18.0 of this Agreement;
 - (ii) used fair and objective criteria and acted without unlawful discrimination to determine which position(s) should be declared redundant.
 - (e) The employee will have an opportunity to meet with the Review Committee to address the reasons for the Review, to respond to any documentation before the Review Committee and to answer any questions of the Review Committee.
 - (f) The Review Committee may also seek further material and meet with any other staff member of the University it considers necessary to finalise its report. The employee will be given an opportunity to respond to any further material provided to the Review Committee.
 - (g) The Vice-Chancellor will take into account the report of the Review Committee prior to making a final determination on the Review.
 - (h) Following a Review, the Vice-Chancellor may approve an extension to the time-frame for investigating possible redeployment of the employee by 2 weeks, if the employee wishes to be considered for redeployment.

18.3 Redeployment

- (a) Where an employee elects redeployment, the University and the employee will look for suitable alternative positions within the University for the remaining period of the Transition Period.
- (b) Where an agreed suitable vacant academic position is available, the University will offer the employee redeployment to the position at the same classification level and step.
- (c) Where an employee is redeployed to another continuing position that requires a geographic relocation for the employee, the University will reimburse the employee for all reasonable relocation expenses associated with the redeployment.
- (d) Where a suitable vacant general staff position is available, the University will offer the employee redeployment to the position. Where an employee accepts redeployment to a general staff position or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, salary will be maintained for a period of 12 months.

18.4 Retrenchment

- (a) Unless another arrangement has been mutually agreed between the University and the employee, where:
- (i) An employee has not made any election by the end of the Transition Period in accordance with subclause 18.1(a)(iii); or
 - (ii) The Vice-Chancellor has made a determination that an employee should be retrenched following a Review of a decision to declare the position held by the employee redundant pursuant to clause 18.2 above; or
 - (iii) The employee elected to be redeployed, but no suitable vacant position has been identified and accepted by the employee by the end of the Transition Period; or
 - (iv) An employee has elected to accept retrenchment at any time after the commencement of the Transition Period,

the Deputy Vice-Chancellor will advise the employee in writing that her/his employment is terminated on the grounds of redundancy.

- (b) On termination of employment, an employee will receive:
- (i) payment in lieu of any unexpired period of the 8 week Transition Period, or in the case of an employee who negotiates a voluntary redundancy through the process set out in clause 17.0, the payment of the equivalent of 8 weeks salary;
 - (ii) payment of a 22 week Entitlement Period;
 - (iii) severance payment of 3 weeks salary for every completed year of service to a maximum of 52 weeks;
 - (iv) payment of leave entitlements on termination of employment in accordance with this Agreement.
- (c) Instead of receiving payment for the 22 week Entitlement Period specified in subclause 18.4(b)(ii) above, the employee may work all or part of the Entitlement Period provided that there are appropriate duties for him/her to undertake and the University agrees to him/her working through the Entitlement Period. Where the employee works for part of the 22 weeks he/she will receive, on retrenchment, payment for the balance of the 22 weeks of the Entitlement Period not worked.
- (d) All payments under subclause 18.4(b) will be calculated on the employee's salary at the date of termination of employment. An employee who has converted from full-time to fractional employment will receive payment based on the full-time salary for his/her service up to the conversion to fractional employment and his/her payment from then on will be based on his/her fractional salary for the remaining period.
- (e) "Salary" wherever it appears in this clause of the Agreement will mean the amount paid to an employee including any salary supplementation, market loading, clinical loading or responsibility allowance paid to him/her at the time that he/she is advised of his/her retrenchment.
- (g) Where the University has obtained acceptable alternative employment for the employee, it may apply to the AIRC to have the severance payment or retrenchment benefit varied or waived.

19.0 AUSTRALIAN TAXATION OFFICE ENDORSED VOLUNTARY EARLY RETIREMENT SCHEMES

- (a) Where the University chooses to offer a voluntary early retirement scheme it will provide as a minimum a lump sum benefit of two weeks salary for each year of service with a maximum payment of 52 weeks salary. This benefit will be additional to the employee's other entitlements on retirement.
- (b) This clause does not apply to fixed-term pre-retirement contracts.

PART E – PERFORMANCE MANAGEMENT

20.0 PROBATIONARY EMPLOYMENT AND CONFIRMATION OF CONTINUING EMPLOYMENT

20.1 Probationary Employment

- (a) A new employee may have a formal probationary period of up to 12 months and will be advised accordingly in the letter of appointment.
- (b) An employee will be advised of, and given an opportunity to make a response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- (c) Any second or subsequent fixed-term contract with the University, will not contain a probationary period.
- (d) The provisions of clause 21.0 of this Agreement do not apply to an employee serving a period of probationary employment.

20.2 Confirmation of Continuing Employment

- (a) The unsatisfactory performance provisions of clause 21.0 of this Agreement will not apply to an employee who has completed a period of probationary employment but who is subject to a process of confirmation of continuing employment.
- (b) The process of confirmation of continuing employment referred to in subclause 20.2(a) will not exceed the date 3 years after commencement of employment and will be notified to the employee at the time of employment.
- (c) Any decision to confirm or not to confirm an employee's employment within the period of confirmation of continuing employment will be made based on a criteria of satisfactory performance against a range of academic duties consistent with Schedule 3 of this Agreement and in accordance with the University's policies and procedures.

21.0 TERMINATION OF EMPLOYMENT AND DISCIPLINARY ACTION

- (a) The University may only take disciplinary action against an employee on the grounds of unsatisfactory performance, misconduct or serious misconduct in accordance with the provisions of this clause. Any termination of employment at the initiative of the University other than that provided for in clauses 18.0, 20.0 or 22.0 may only occur in accordance with this clause.
- (b) In this clause "disciplinary action" means action by the University to discipline an academic for unsatisfactory performance, misconduct or serious misconduct and is limited to:

- (i) counselling;
 - (ii) formal censure;
 - (iii) demotion by one or more salary steps and/or one classification level;
 - (iv) removal from administrative duties (including the payment of related allowances);
 - (v) removal of responsibilities related to the misconduct which do not result in diminution of pay;
 - (vi) suspension with pay;
 - (vii) termination of employment.
- (c) In this clause “misconduct” means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of an employee in the workplace.

Examples of misconduct include but are not limited to:

- (i) a breach of the University’s Code of Conduct;
 - (ii) a breach of the University’s requirements for the conduct of responsible research;
 - (iii) a failure to comply with University policy;
 - (iv) a failure to undertake duties consistent with the employee’s employment contract.
- (d) In this clause “serious misconduct” means serious misbehaviour by an employee which constitutes a serious impediment to the carrying out of their academic duties, or another employee carrying out their duties, or a serious dereliction of their duties, or conduct that causes serious or imminent risk to the health or safety of a person.

Examples of serious misconduct include but are not limited to:

- (i) theft;
- (ii) assault;
- (iii) fraud;
- (iv) serious harassment;
- (v) serious breach of University policy relating to an employee’s conduct, conflict of interest or paid outside work;
- (vi) repeated refusal to undertake a lawful and reasonable instruction;
- (vii) conviction by a court for an offence that constitutes a serious impediment to the carrying out of an employee’s duty.

21.1 Unsatisfactory Performance

- (a) An academic supervisor will make all reasonable efforts to resolve unsatisfactory performance issues at an early stage through measures such as guidance, counselling and the requirement to undertake appropriate developmental activities or particular work allocation, before a matter is referred to the Dean.
- (b) Where a supervisor is of the view that the performance of an employee is not satisfactory, the supervisor must:
- (i) inform the employee that action is being taken in accordance with this clause;
 - (ii) advise the employee on the nature of the improvement required and the time within which reasonable improvement is expected; and
 - (iii) make a record of the advice given and provide a copy to the employee.
- (c) Where a supervisor believes that the processes referred to above have not produced the desired improvements in performance, the supervisor will make a report (“the Supervisor’s Report”) to the Dean and, at the same time, provide a copy to the employee. The employee

may choose to make a response to the Supervisor's Report to the Dean within 5 working days of receipt of the Supervisor's Report.

- (d) Following the receipt of the Supervisor's Report, the Dean will meet with the employee and will give the employee an opportunity to speak to their response prior to determining what action, if any, to take. At this point the employee may also request that the Dean seek input from up to three (3) of the employee's peers in the Faculty.
- (e) The Dean, after taking into account any response provided by the employee including any mitigating circumstances and any comments by the employee's academic peers, may decide to either refer the matter back to the supervisor for a further review period in accordance with subclause 21.1(b) or provide a report ("the Dean's Report") to the Deputy Vice-Chancellor. The Dean's Report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the unsatisfactory performance.
- (f) The Dean shall provide the employee with a copy of the Dean's Report at the time it is submitted to the Deputy Vice-Chancellor. The employee shall be entitled to 10 working days to submit a written response to the Deputy Vice-Chancellor.
- (g) Having considered process, timeframes and the employee's response, the Deputy Vice-Chancellor may then decide to:
 - (i) take no further action; or
 - (ii) refer the matter back to the supervisor or Dean to ensure that the process referred to in this clause (21.1) is complied with in substance and in a manner appropriate to the circumstances; or
 - (iii) take disciplinary action consistent with clause 21.0(b)(i)-(vi) above; or
 - (iv) recommend to the Vice-Chancellor that the employee's employment should be terminated.

and will advise the employee in writing of his/her decision.

21.2 Misconduct/Serious Misconduct

- (a) Where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 21.1, the procedures of this clause are not required, but the provisions of clause 21.1 must be followed.
- (b) Except in the case of serious misconduct or repeated misconduct, an academic supervisor or Dean will at an early stage take all measures as he/she considers are appropriate in the circumstances to try to resolve a matter which may constitute misconduct before it is referred to the Deputy Vice-Chancellor. Such measures could include guidance, counselling and the requirement for an academic to undertake appropriate developmental activities or particular work allocation.
- (c) Where an allegation of misconduct/serious misconduct has been referred to the Deputy Vice-Chancellor and the Deputy Vice-Chancellor believes such allegations warrant further investigation, the Deputy Vice-Chancellor shall notify the employee in writing of the specific allegations in sufficient detail so that the employee can properly consider and respond to them, and invite the employee to submit a written response within 10 working days.
- (d) Anytime after an allegation of misconduct/serious misconduct has been received by the Deputy Vice-Chancellor, the Deputy Vice-Chancellor may suspend the employee on full pay, or may suspend the employee without pay if the Deputy Vice-Chancellor is of the view that there is the possibility of an imminent and serious risk to another person or to the University's

property arising out of the alleged act of misconduct or misconduct, or if the Deputy Vice-Chancellor considers that the alleged misconduct or misconduct is sufficiently serious to justify dismissal in accordance with subclause 21.5(b) below. Provided that:

- (i) where the suspension without pay occurs at a time when the employee is on paid leave of absence the employee will continue to receive salary for the period of leave of absence;
 - (ii) the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
 - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
 - (iv) the employee may request that the decision to suspend without pay be reviewed by a person mutually agreed between the employee and the University;
 - (v) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.-
- (e) During any period of suspension the employee may be excluded from the University, provided that he or she shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.
- (f) If the allegation(s) is denied by the employee and the Deputy Vice-Chancellor is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- (g) If the allegation(s) is admitted in full by the employee and the Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor shall advise the employee in writing of the Deputy Vice-Chancellor's decision and the operative date of any disciplinary action.
- (h) If the allegation(s) is denied in part or in full or if the employee has not responded to the allegations, the Deputy Vice-Chancellor shall refer the matter for a misconduct investigation, unless the Deputy Vice-Chancellor decides to take no further action or to counsel or censure the academic staff member and take no other action.

21.3 Misconduct Investigation

- (a) A misconduct investigation will be carried out by one or more Investigation Officer(s) (IO) appointed by the Deputy Vice-Chancellor. The Deputy Vice-Chancellor will consult with the employee (and where requested by the employee with their employee representative) about the name(s) of the IO prior to the appointment being confirmed.
- (b) As part of the investigation, the IO will communicate to the employee how the IO intends to carry out the investigation and will provide the employee with an opportunity to respond to any evidence considered by the IO to support the allegation(s).
- (c) The IO will provide the Deputy Vice-Chancellor with a report on the IO's findings with respect to the allegations, including reasons and evidence supporting the findings, and any mitigating factors which the IO considers relevant.

- (d) The Deputy Vice-Chancellor will specify a reasonable timeframe within which the IO is required to conduct the investigation and provide the report to the Deputy Vice-Chancellor.
- (e) The employee will be provided with a copy of the IO's report at the same time as the report is provided to the Deputy Vice-Chancellor and the employee will have a period of 5 working days in which a response to the IO's report can be provided to the Deputy Vice-Chancellor.
- (f) Having considered the IO's report, and any response from the employee, the Deputy Vice-Chancellor may then:
 - (i) take no further action; or
 - (ii) counsel the employee for inappropriate workplace behaviour; or
 - (iii) take disciplinary action consistent with clause 21.0(b)(i)-(vi) above where the Deputy Vice-Chancellor is of the view that misconduct or serious misconduct has occurred; or
 - (iv) recommend to the Vice-Chancellor that the employee's employment should be terminated.

21.4 Disciplinary Action

- (a) Where the Deputy Vice-Chancellor has made a recommendation pursuant to clauses 21.1(g)(iv) or 21.3(f)(iv) above, or where the Deputy Vice-Chancellor has taken another type of disciplinary action that would result in a reduction in the employee's salary (including allowances), the employee may, before the Vice-Chancellor makes a final determination on the matter, make a request that the Vice-Chancellor refer the matter to a committee established by the Vice-Chancellor in accordance with clause 21.4(c). Any such request must be made to the Vice-Chancellor within 5 working days of the employee being notified of the action taken by the Deputy Vice-Chancellor pursuant to clause 21.1(g) or clause 21.3(f) above.
- (b) Where no request is made by the employee pursuant to clause 21.4(a) within 5 working days of notification of the Deputy Vice-Chancellor's action under clause 21.1(g) or clause 21.3(f) above, the Vice-Chancellor will make a final determination and will advise the employee of his/her final decision with respect to any disciplinary action to be taken.
- (c) Where a request is made by the employee pursuant to clause 21.4(a) above, the Vice-Chancellor will refer the matter to a committee (the Committee) comprising:
 - (i) a nominee of the Vice-Chancellor;
 - (ii) another academic staff member of the University nominated by the employee, or where no election is made, then by the directly elected representatives of the ASERC;
 - (iii) a chairperson appointed by the Vice-Chancellor from a panel of chairpersons established by the University following consultation with the ASERC. The chairperson will have relevant experience and will be free of any conflict of interest.
- (d) The Committee's role will be to provide advice to the Vice-Chancellor on whether, in its opinion:
 - (i) the relevant procedures of this Agreement have been followed; and
 - (ii) the fact(s) of any matter relevant to the allegation(s) has been established; and
 - (iii) the disciplinary action decided on by or recommended by the Deputy Vice-Chancellor is reasonable in the circumstances.

It is not the role of the Committee to establish whether or not misconduct or serious misconduct or unsatisfactory performance has occurred.

- (e) The Committee will determine its own procedure in order to effectively provide advice on the matter within the timeframes specified in this clause, including:
- (i) Seeking further material and meeting with any person it believes appropriate;
 - (ii) Ensuring that the employee (or employee representative) has an opportunity to:
 - meet with the Committee to address the alleged unsatisfactory performance, misconduct or serious misconduct and to answer any questions of the Committee;
 - present new information and make submissions;
 - receive and respond to any evidence or further material provided by any other person(s) that the Committee intends to rely on; and
 - be present during any interview and ask questions of any person interviewed by the Committee.
- (f) Notwithstanding clause 21.4(e) above, the Committee should adopt any procedures necessary to minimise potential or emerging distress to any person(s). Such procedures may include directing questions through the Chair, allowing persons interviewed to be accompanied, or, if the Advisory Committee considers it appropriate, directing the employee (but not their employee representative) to vacate the room for the duration of an interview in which time the employee's employee representative shall be entitled to ask the questions.
- (g) The Committee must provide its advice to the Vice-Chancellor within 10 working days of its first meeting.
- (h) Having considered the advice from the Committee, the Vice-Chancellor will make a final determination and will advise the employee of his/her final decision with respect to any disciplinary action to be taken.

21.5 Notice of Termination of Employment

- (a) Except as provided for in subclause 21.5(b), where a decision has been taken to terminate the employment of an employee for unsatisfactory performance, misconduct or serious misconduct following the procedures outlined in clauses 21.1 to 21.4 of this Agreement, the following formal notice of termination will be provided to the employee:

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

or such greater notice as is provided for under the employee's contract of employment.

- (b) The University may terminate without notice the employment of an employee found to have engaged in conduct of a kind envisaged in section 661(c) of the Act (as amended) such that it would be unreasonable to require the University to continue employment during a notice period. In order for such a finding to be made the University must have first followed the procedures outlined in subclauses 21.2 to 21.4 of this Agreement.
- (c) In addition to the period of notice specified in subclause 21.5(a) above, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years' continuous service with the University will receive an additional one week of notice.

- (d) Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- (e) Any payments in lieu of notice will be based on the employee's salary (including loadings that are part of their normal take home salary) at the date of cessation of employment.

21.6 General Matters

- (a) All steps and decisions taken in accordance with this clause 21.0 are final and may not be challenged via the Dispute Settling Procedures of this Agreement.
- (b) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- (c) Once an allegation of misconduct has been reported to the Deputy Vice-Chancellor, all investigations and inquiries in relation to the allegations will be confidential to the extent that the law allows. This clause will not prevent the employee or officers of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.
- (d) This clause in no way constrains the University from carrying out other investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, eg inquiring into the truth of research results.

22.0 TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

- (a) The University may only terminate the employment of an employee on the grounds of ill health in accordance with the provisions of this clause.
- (b) An academic supervisor should first attempt to discuss any possible health concerns with an employee where it is possible to do so. Where any such discussion at the local level has failed to resolve those concerns and the University believes that the capacity of an employee to perform the duties of his or her position is in serious doubt due to health reasons, it may direct the employee, in writing, to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University. The medical practitioner will provide a report on the employee's capacity to perform the duties of his/her position.
- (c) The Deputy Vice-Chancellor will provide an employee with written notice that he/she must present within two months for a medical examination. Where the employee elects to apply to his/her superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 22.0(b) above will lapse and no further action will be taken by the University under this clause.
- (d) A copy of the medical report pursuant to subclause 22.0(c) will be made available to the employee.
- (e) If the medical examination advises that the employee is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Deputy Vice-Chancellor may, subject to subclause 22.0(f) terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or where no notice is specified with 6 months notice.

- (f) If the employee wishes to appeal the findings contained in the medical report, he/she may do so by advising the Deputy Vice-Chancellor of the intention to appeal in writing within 14 days of the report being made available. The appeal must be made as soon as practicable thereafter, though normally within one month of the employee's notice of his/her intention to appeal. Where an employee is unable to lodge an appeal within one month, the employee must advise the University in writing why it has been impracticable to do so. The appeal must be accompanied by a report from a suitably qualified medical practitioner which states an alternative view to that contained in the medical report.
- (g) Where an appeal has been lodged by an employee in accordance with subclause 22.0(f) above, the employee will be referred to his/her superannuation scheme who will be asked to determine whether the employee would qualify for a temporary or permanent disability pension. Both the medical reports referred to in subclauses 22.0(b) and 22.0(f) will be provided to the superannuation scheme. The Deputy Vice-Chancellor will make a final determination on whether or not the employee's employment should be terminated in accordance with the determination of the superannuation scheme.
- (h) The Vice-Chancellor may construe a refusal by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as reason to terminate the employment provided that:
 - (i) the notice of termination of employment will be in accordance with the notice provided for in subclause 22.0(e) above;
 - (ii) the refusal by the employee will not constitute misconduct or serious misconduct, nor will it lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report;
 - (iv) the provisions of clause 21.0 of this Agreement will not apply.

23.0 PERFORMANCE BASED INCREMENTAL PROGRESSION

An employee will be entitled to progress by annual increments to the top of the relevant salary range in accordance with the provisions of this clause.

23.1 Common Dates for Payment of Increments

- (a) Increments are paid from either 1 January or 1 July.
- (b) The increment date for an employee (other than an employee who has been promoted since their first appointment date) is 1 January if they commenced employment from 1 October to 31 March inclusive, or 1 July if they commenced employment from 1 April to 30 September inclusive.
- (c) The increment date for an employee who has been promoted is 1 January if the effective date of his/her promotion was from 1 October to 31 March inclusive, or 1 July if the effective date of his/her promotion was from 1 April to 30 September inclusive.

23.2 Progression Criteria for Increments

- (a) An employee will be entitled to progress by annual increments to the top of the relevant salary range, provided the employee has not refused to participate in a professional development meeting with their supervisor pursuant to clause 24.0 of this Agreement.
- (b) Where an employee has not met with their supervisor pursuant to clause 24.0 of this Agreement or where an employee wishes to apply for two or more increments he/she will be

required to make an application to their supervisor based on performance and achievements against the relevant PCSs in Schedule 3 of this Agreement.

- (c) Two increments requires the approval of the Dean and must be based on outstanding achievement over the previous 12 months.
- (d) More than two increments requires the approval of the Deputy Vice-Chancellor and must be based on exceptionally outstanding achievement over the previous 12 months.
- (e) **Withholding of an increment**

Incremental progression for an employee can only be withheld for unsatisfactory performance where a supervisor has initiated action under clause 21.1 of this Agreement and where the employee has had an opportunity to improve performance.

24.0 PROFESSIONAL DEVELOPMENT

- (a) An employee will meet annually with his/her supervisor in order to review his/her work in the past year, to discuss work in future years and to discuss an employee's own personal career development. Academic supervisors will be expected to participate in ongoing training and professional development.
- (b) The major areas for discussion between the employee and the supervisor will include:
 - (i) career planning and development, including accessing research grants, scheduling Special Studies Program Leave and promotion prospects;
 - (ii) the planning goals of the School and the Faculty
 - (iii) allocated duties within the School, including teaching and administrative duties;
 - (iv) support needed by the employee from the School/Faculty and the University in order to achieve personal career goals.

25.0 ACADEMIC WORKLOADS

25.1 Principles

The University is committed to:

- (a) a fair level and distribution of workload for academic staff recognising the diversity of the University;
- (b) a transparent process of work allocation that is generally supported by the employees of the Academic Unit; and
- (c) providing an opportunity for employees to be consulted about workload allocation.

25.2 Workload Formula

- (a) A workload formula will be developed by the Academic Unit through a collegial process and will provide for the equitable and transparent allocation of workload within the Academic Unit, and should be generally supported by the academic staff in the Academic Unit.
- (b) The allocation of teaching contact hours to an employee will be consistent with the workload formula.
- (c) The workload formula will take into account a range of factors, including, where relevant:

- modes of delivery;
 - the level of courses in which the employee teaches;
 - supervision of staff and students;
 - research;
 - the number of students taught by the employee;
 - staff development requirements;
 - field work supervision;
 - internal and external professional work;
 - administration;
 - overseas teaching.
- (d) The teaching contact hours of a fractional (part-time) employee will be based on an equivalent fraction of teaching contact hours of a full-time employee within the Academic Unit.

25.3 Periods of Scheduled Teaching

- (a) An employee will not be required to undertake scheduled teaching on public holidays, or before 8:00 am or after 9.30pm without his/her agreement.
- (b) An employee will not normally be required to undertake scheduled teaching on weekends. When teaching on weekends is proposed, the supervisor will consult with the employee and seek to address any issues of concern raised by the employee about teaching during such times, including the employee's family responsibilities.
- (c) Scheduled teaching on weekends, public holidays, before 8:00am or after 9.30pm will be specifically recognised in the workloads weighting formula of the Academic Unit.
- (d) The current University practice of conducting teaching sessions outside the traditional teaching periods that are arranged directly between the Head of the Academic Unit with the agreement of the employee will continue.
- (e) No employee will be required to teach in more than 28 weeks (plus associated marking time) in any 12-month period or to teach more than two sessions per year, unless the employee is given compensation in time or salary for teaching in an additional session.
- (f) Overseas teaching will only be allocated to an employee with his/her agreement.

25.4 Review of an Employee's Workload

An employee may seek to have his/her workload reviewed by raising the matter first through normal University channels and, if unresolved, the matter can be further reviewed by a committee comprising:

- (i) another academic staff member of the University nominated by the employee, or where no election is made, then by the directly elected representatives of the ASERC;
- (ii) the Deputy Vice-Chancellor; and
- (iii) the President of the Academic Board.

26.0 TEACHING EVALUATIONS

- (a) The primary goal in the use of student feedback, as part of an evaluation of teaching process, is to identify where the student learning experience can be improved, provide summary

evidence of levels of student satisfaction, provide feedback on course content and delivery, and provide another means for recognising examples of good practice in teaching.

- (b) Evaluation of teaching performance must be considered in the context of the teaching and learning environment and must take into account such issues as the size and prior knowledge of the class, the physical environment in which teaching takes place, the workload of the employee, the structure of the course and the provision of support and resources to the employee.
- (c) Academic staff will seek evaluative student feedback on their teaching in at least one course each year using teaching forms approved by either the University's Academic Board or by a Faculty Board.
- (d) Once each year, an employee will provide to his/her academic supervisor a summary of teaching evaluations from at least one course agreed with the academic supervisor for which they have had some responsibility for teaching.

The summary will clearly identify:

- (i) the nature of the employee's contribution to teaching for that particular course;
 - (ii) the number of students taught in the course;
 - (iii) a summary of the ratings provided by students on the items contained in the feedback questionnaire (there will be no requirement to forward any information relating to open-ended student comments).
- (e) An employee will meet with his/her Head of School on an annual basis as part of the Career Development Scheme to discuss teaching related matters. This meeting will have a clear developmental and recognition aim. It will provide an opportunity for the Head of School to more formally recognise and commend excellent teaching, and where necessary, discuss and agree staff development activities to be undertaken to enhance or improve teaching quality.
 - (f) Feedback from students in the form of teaching evaluations will not be used by the University to initiate any action under clause 21.0 of this Agreement or as part of the criteria for selecting redundancies. Student feedback on its own cannot be used as a measure of teaching performance.
 - (g) Course evaluation data will not be published on the University website in a form that allows the identification of individual staff members.

27.0 STAFF PERSONNEL FILES

An employee will be able to view their Personnel File and should be advised of any adverse reports or documents relating to performance placed on that file.

PART F - LEAVE

Except where an express provision applies, the provisions of clauses 28.0 – 39.0 will not apply to a casual employee.

28.0 ANNUAL LEAVE

28.1 Definitions

"Year of service" for the purposes of calculating annual leave entitlements, means the year commencing on 1 January each year.

“Accumulated annual leave” means leave carried over from previous year(s) as untaken leave.

“Accrued annual leave” means leave accrued in relation to service in the current year of service.

28.2 Minimum Leave Entitlement

Full-time employees are entitled to a minimum annual leave of 20 working days per annum on full pay accrued at the rate of 1 and 2/3 days per month of service. Fractional employees are entitled to annual leave on the same basis as full time employees, and will be paid on a pro rata basis.

28.3 Taking Accrued Annual Leave

- (a) Available annual leave will normally be taken in those periods between the completion of examination duties in one Session and the commencement of enrolment or teaching preparation duties for the next Session.
- (b) Annual leave may be taken at other times with the approval of the employee's Dean or Head of School.

28.4 Reporting of Annual Leave Taken

- (a) Employees will keep a record of the days on which leave is taken and will advise their academic supervisor of annual leave taken to enable the University to maintain a record of the leave.
- (b) When accumulated annual leave is taken, the employee will report this to the academic supervisor and to the Director Human Resources so that the leave balance can be adjusted accordingly.
- (c) An employee who has not taken accrued annual leave in the year in which it accrues must submit a request to re-credit the relevant amount of untaken accrued annual leave by no later than 28 February of the year following that in which the leave was accrued.
- (d) A claim for credit of untaken accrued annual leave by an employee will be in writing and will specify the dates on which leave was taken and the total number of days of leave taken during the year.

28.5 Directing the Taking of Accumulated Annual Leave

Where the University directs an employee to take accumulated leave it will:

- (i) discuss the timing of the leave with the employee;
- (ii) provide a minimum of three months written notice;
- (iii) allow the employee to take the leave in one block unless otherwise agreed; and
- (iv) ensure the leave periods are completely free of any work duties.

28.6 Payment of Annual Leave at Termination of Service

On termination of service, payment will be made for accrued and accumulated leave at the current rate of salary.

28.7 Annual Leave Loading

- (a) An employee subject to this Agreement will be entitled on the pay day preceding the date of leave accrual, 1 January, to an annual leave (bonus) payment equal to 17.5 per cent of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics' figure for the average full-time adult total earnings for the August quarter preceding the date of accrual.
- (b) An employee whose employment commences after 1 January in any year will be entitled on the pay day preceding the date of accrual to a pro rata bonus payment for the number of completed months of continuous service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months.
- (c) An employee whose employment is terminated prior to 31 December in any year will be entitled to a pro rata bonus payment for the number of completed months of continuous service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months and is based on the Australian Bureau of Statistics' figure for the average full-time adult total earnings for the August quarter of the preceding year.

29.0. LONG SERVICE LEAVE

29.1 Eligibility

- (a) An employee is eligible for long service leave, subject to the conditions outlined below.
- (b) An employee holding full-time or fractional appointments who has completed ten years' service (whether in continuous or broken periods) is entitled to three months' long service leave on full pay. After service of more than ten years and up to fifteen years, long service leave continues to accrue on the same pro rata basis (nine calendar days per annum). After more than fifteen years of service an employee is entitled to four months and fifteen days plus fifteen calendar days on full pay for each additional year of service.
- (c) A casual employee will be eligible for long service leave as provided for in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (d) At the option of the employee long service leave may be taken at half pay, which reduces the accrued long service leave eligibility by only half of the period taken.
- (e) In certain circumstances an employee who has completed at least five years but less than ten years of continuous service may, upon cessation of employment, be entitled to a proportionate amount of long service leave calculated at the rate of three months for fifteen years of service. Such an entitlement will not occur if the employee's services are terminated by the University for reasons of serious misconduct.

29.2 Calculation

- (a) The monetary value of long service leave will be calculated at the rate of salary the employee is receiving immediately prior to taking the leave, or, if the leave is not taken, at the substantive rate of salary on cessation of employment.
- (b) If an employee has been employed at the University partly on a full-time basis and partly on a fractional basis, the long service leave entitlement depends on the employee's employment basis on the day immediately prior to taking the leave (or at the date of termination). If on that date the employee is full-time, the leave is paid as a full-time employee. If the employee is fractional on

that date, the leave is paid at a fractional rate (of the full-time equivalent), proportional to the employee's fractional and full-time service.

29.3 Effect of Other Leave

- (a) Various other types of leave may affect the calculation of long service leave eligibility.
- (b) Generally, leave without pay does not count as service within the first ten years of employment. After the initial period of ten years of service, however, any period of leave without pay of less than six months will be counted as service for the purpose of long service leave accrual. If a period of leave without pay exceeds six months the whole period of leave will not generally count as service for long service leave purposes. Exceptions may be made if an employee takes such leave to engage in other employment and the other employer is willing to pay to the University an appropriate percentage of the employee's salary specifically to cover the employee's accrual of long service leave.
- (c) Paid leave of any kind will count as service for the accrual of long service leave.
- (d) Sickness of one week or more occurring during a period of long service leave will, upon the production of a medical certificate, be treated as sick leave and an equivalent period of long service leave will be recredited.
- (e) Periods of long service leave will count as service for the purposes of assessing further long service leave.

29.4 Prior Service

Prior service with any institute of higher education in Australia as defined in section 4 of the Higher Education Act (NSW) 1975 will be recognised for any employee appointed on or after 1 June 1988, for the purpose of determining long service leave eligibility (except to the extent that long service leave was paid out by the previous institution). Service with the Universities of the South Pacific or Papua New Guinea, or the Papua New Guinea Institute of Technology or any recognised University in New Zealand, may also be recognised for determining long service leave eligibility.

29.5 Applications

- (a) Applications for recognition of prior service must be made in writing and should be submitted as early as possible, in view of the time which is often required to confirm various types of prior service and to calculate the appropriate amount to be recognised.
- (b) An employee who wishes to take long service leave should submit a written application to the Head of School or Department at least six months in advance. The Head should refer the application with a recommendation to the Human Resources Department.

29.6 Timing of long service leave

An employee who has qualified for it may take long service leave when he or she chooses, provided that six months written notice has been given or that otherwise the Vice-Chancellor consents. When an employee has accumulated more than 4.5 months leave entitlement, the Vice-Chancellor may give her or him written notice to take up to three months of it, at a time convenient to the University, provided that:

- (i) the Vice-Chancellor gives the written notice at least 12 months before the leave must begin;

- (ii) the employee is not required to take long service leave within 24 months of her or his intended retirement;
- (iii) the minimum period of the leave to be taken is 6 weeks; and
- (iv) an employee required by the University to take long service leave in accordance with this clause will not be required by the University to take a further period of long service leave within two years of the conclusion of the previous period of long service leave.

29.7 Cashing Out Long Service Leave

- (a) An employee who has a long service leave accrual in excess of 3 months may apply to convert part or all of that amount of long service leave to a monetary equivalent of long service leave.
- (b) This subclause will override any provision of the NSW Long Service Leave Act 1955 which is inconsistent with this clause.

30.0 SICK LEAVE

- (a) An employee, may, subject to the production of a medical certificate, be granted sick leave of up to twenty two working days on full pay and up to twenty two working days on half pay in any twelve month period.

Alternatively, sick leave may be accrued at the rate of five days for each completed year of service (from which is deducted the total amount of sick leave taken including the full-time equivalent of any leave taken on half pay).

The sick leave available to an employee on any occasion is calculated on the basis of the alternative more favourable to the employee.

- (b) An exception to the conditions set out above is made for a member of the Professorial Superannuation Scheme, who, in the event of serious illness or breakdown, is entitled to up to six months leave on full salary and thereafter up to six months leave on half salary on production of a medical certificate. This leave will not be granted within two years of the date of entry on duty as a professor if the University is of the opinion that the illness or breakdown was due to causes existing at or before that date.

31.0 CARER'S LEAVE

31.1 Interpretation

"Carer's leave" refers to the use of part of an employee's entitlement to sick leave for the purposes of caring for an immediate family member.

31.2 Entitlement to Carer's leave

Carer's leave is available as follows:

- (a) In the first two years of employment, an employee can take up to 10 days of available sick leave as carer's leave in any one year for each of the first two years.
- (b) In the third and subsequent years of employment, an employee can take up to 12 days of available sick leave as carer's leave per year.

- (c) If the current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (d) If all accessible leave for the purpose of carer's leave is exhausted, an employee may, with the approval of the Vice-Chancellor, take leave without pay to cover the absence.

31.3 Conditions of Carer's Leave

To be entitled to carer's leave, the following conditions must be met:

- (a) Normally the employee must be responsible for the care and support of the person concerned.
- (b) The employee will not be entitled to take carer's leave where another person has carer's leave to care for the same person.
- (c) All absences for carer's leave, apart from 3 single day absences per year, must be supported by a medical certificate stating the illness of the person concerned and that the illness is such as to require care by another.

32.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

An employee will be granted recreation leave or long service leave (where the employee has an entitlement to recreation leave or long service leave) or leave without pay for the purpose of observing holy days or to attend essential religious or cultural duties associated with a particular religious faith or culture. The University will be particularly cognisant of the needs of employees of Aboriginal and Torres Strait Islander descent to meet needs associated with their culture

33.0 BEREAVEMENT LEAVE

- (a) Leave on full pay of three working days will be granted to an employee in the event of the death of a member of the immediate family.
- (b) In addition to the entitlement in clause 33.0(a) above, more than three days paid leave or an additional period of leave without pay may be allowed by the University, for example for compassionate reasons or for the employee to meet ceremonial and religious requirements regarding bereavement. Each application will be dealt with on its merits by the Vice-Chancellor, taking into account the recommendation of the relevant Dean of the Faculty.
- (c) If an employee is on a period of approved leave at the time of the death of an immediate family member, he/she may apply for up to 3 days bereavement leave and be recredited the other period of leave provided that such re-crediting will not occur more than once in any one year.

34.0 PARENTAL LEAVE

34.1 Maternity Leave

- (a) An employee who becomes pregnant is entitled to a period of up to 52 weeks maternity leave. Such leave will be taken within the period from 20 weeks before the expected date of delivery to 52 weeks after the commencement of the period of paid leave.
- (b) By agreement with the University, the maternity leave may be taken in more than one consolidated period.

34.2 Adoption Leave

- (a) An employee who adopts a child is entitled to a period of up to 52 weeks of adoption leave, commencing from the date of placement of the child.
- (b) Adoption leave may not be accessed for a child who has been living with the partner (including same-sex partner) of an employee prior to the employee adopting the child.

34.3 Conditions for Maternity and Adoption Leave

- (a) Where an employee takes maternity leave in accordance with subclause 34.1 above, 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.
- (b) Where an employee takes adoption leave for a child under the age of five years in accordance with subclause 34.2 above, 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.
- (c) For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.
- (d) An employee may elect to take the 26 weeks paid maternity or adoption leave entitlement over a period of 52 weeks at half pay. All leave accruals during the period of paid maternity or adoption leave at half pay will be calculated on a pro rata basis.
- (e) In addition to the period of 52 weeks leave referred to in subclause 34.1 and 34.2, an employee may apply to the University for additional unpaid leave.

34.4 Partner Leave

An employee will be entitled to partner leave as follows:

- (a) An employee will be entitled to two weeks paid partner leave, to be taken during the period three weeks prior to and three months after the expected birth or placement of the child. For part-time employees, the paid portion of the leave will be paid at the appropriate part-time rate of pay.
- (b) In addition to the two weeks paid leave set out in subclause 34.4(a) above, an employee whose partner (including same-sex partner) has given birth to a child will be entitled to a further unbroken period of 50 weeks unpaid partner leave.
- (c) In addition to the periods of partner leave referred to in subclauses 34.4(a) and (b), an employee may apply to their supervisor for additional unpaid partner leave.

34.5 Foster Parent Leave

- (a) From the time that the child enters their care an employee acting as the primary carer of a foster child on a long term placement will be entitled to 52 weeks unpaid leave minus any period of paid leave pursuant to subclauses 34.5(b)(i) and (ii) below.
- (b) An employee not employed on a casual basis will be entitled to paid foster parent leave of:

- (i) three weeks on full pay or six weeks leave on half pay if the child is younger than five;
or
- (ii) two weeks on full pay or four weeks leave on half pay if the child is five and over.

34.6 General Conditions of Parental Leave

- (a) Unless it is impracticable, an employee will provide their supervisor with at least 10 weeks' notice of the intention to take parental leave and at least 4 weeks' notice of the date on which the parental leave will commence.
- (b) An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
- (c) All forms of paid parental leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid adoption leave entitlement will be reduced by any period of paid adoption leave taken by the employee's partner (including same-sex partner).
- (d) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- (e) If requested by an employee, any paid portion of parental leave may be paid as a lump sum.
- (f) The University will consider any request by an employee pursuant to subclause 34.3(e) above and subclause 34.12(a) below having regard to the University's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the work unit or the University's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

34.7 Fixed-term Appointments

- (a) An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in subclauses 34.7(b) and (c) below.
- (b) An employee employed on a fixed term contract of employment whose contract expires when she is at least 20 weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 34.3 above unless:
 - (i) she was offered and refused another contract of employment broadly comparable to her existing position; or
 - (ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.
- (c) An employee employed on a fixed term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

34.8 Casual Employees

- (a) A casual employee who is pregnant will be entitled to 14 weeks paid maternity leave and 38 weeks unpaid maternity leave provided that:
 - (i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months, immediately prior to the pregnancy; and
 - (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

Any other casual employee employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

- (b) Notwithstanding subclause 34.8(a) above, a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.
- (c) A casual employee who takes maternity leave will remain an employee of the University for the period of maternity leave.
- (d) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give reasonable consideration to the employee for suitable casual work.
- (e) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12 months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

34.9 Continuity of Service and Other Conditions of Employment

- (a) Absence on parental leave will not break continuity of service with the University.
- (b) Absence on paid parental leave will count as service for all purposes.
- (c) Incremental progression will continue during periods of paid parental leave and where the employee has either been at work or on paid leave for at least six months of the previous 12 month period.
- (d) Absence on unpaid parental leave will not count as service for the purposes of:
 - (i) long service leave unless the employee has completed 10 years service with the University and the period of unpaid parental leave taken is less than 6 months; or
 - (ii) annual leave.
- (e) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.

34.10 Unplanned Cessation of Parental Leave

- (a) If parental leave has commenced, or has been approved but not commenced, and:

- (i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during the period that the staff member is on leave; or
- (ii) in the case of adoption leave, the child dies during the period that the employee is on leave;

the employee will be entitled to sick leave and bereavement leave in addition to any entitlement to such leave set out elsewhere in this Agreement to a maximum of 14 weeks from the date or expected date of birth or placement of the child.

- (b) A medical certificate will be required to support any period of leave pursuant to subclause 34.10(a) above.

34.11 Resumption of duty

- (a) On finishing parental leave, an employee is entitled to resume work in the position he/she held immediately before commencing parental leave except that:
 - (i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
 - (ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;
 - (iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.
- (b) An employee on parental leave will be consulted in accordance with clause 17.0 of this Agreement concerning any significant workplace change affecting the position she/he held before commencing parental leave.
- (c) If that position no longer exists, the University will employ the employee in a position commensurate with the classification and duties of the position the employee was performing immediately prior to taking parental leave.
- (d) If no such position is identified, the employee may be retrenched with the appropriate retrenchment benefit in accordance with clause 18.0 of this Agreement.
- (e) An employee may negotiate with the University to return to work from a period of parental leave earlier than the date originally approved.

34.12 Return to Work on a Part-Time Basis

- (a) A full-time employee on a period of parental leave may return to work on a part-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.
- (b) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.

- (c) If it is not practicable for an employee to resume work on a part-time basis in the position which s/he held prior to taking parental leave, the employee will be so advised. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to her/his former substantive position for the period of part-time employment.
- (d) At the conclusion of the period of part-time employment, the employee will return to her/his substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclause 34.11(c) and (d) above will apply.

34.13 Support for Parents Returning to Work After Parental Leave

The parties recognise the importance of providing support for employees with young children and note initiatives introduced by University policy in this area such as the establishment of the Career Advancement Fund to provide grants to women returning from maternity leave to assist them in re-establishing their research profiles.

35.0 SPECIAL LEAVE

Paid leave of up to 3 days per year may be given to an employee on account of special circumstances or emergencies. Applications for special leave will be considered on its merits.

Special circumstances or emergencies:

- (a) may include situations such as where the employee's home has been damaged by fire, flood or other mishap, burglary, or where the employee is to take part in State Emergency Service activities;
- (b) do not include situations such as moving house, care of an immediate family member, arranging conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.

There is no entitlement to special leave if the leave sought coincides with any other period of leave.

36.0 JURY LEAVE AND WITNESS LEAVE

36.1 Jury Leave

An employee required to serve as a juror will:

- (a) notify his/her supervisor of the dates of any absence from work expected as a result of that service.
- (b) provide the Human Resources Department with proof of the dates of attendance, and the money received for the jury service, other than any travel allowance.

The University will pay full salary for the period of jury service, but the employee is required to pay the University the money received for the jury service, other than any travel allowance.

36.2 Attendance as a Witness

An employee required to attend as a witness should notify the Human Resources Department through his/her supervisor of the dates of any absence from work expected as a result.

An employee required as a witness by the University, or directly in a matter relating to a University award or industrial agreement in the Australian Industrial Relations Commission, is treated as being on duty, and there is no loss of pay or leave for the absence from work.

An employee called by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take recreation leave. Where this occurs the employee must notify his/her supervisor in advance. Witness fees and expenses may be retained by the employee.

37.0 MILITARY LEAVE

Leave for part-time military service will be granted to employees who serve in the Naval, Army or Air Force Reserves. Leave will be given at a time convenient to the University. Applications for military leave should be accompanied by evidence of the purpose and necessity for the leave. A certificate of attendance at the training camp or school must be forwarded to the Human Resources Department on return to normal duties.

38.0 SPECIAL STUDIES PROGRAM

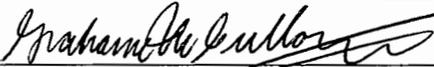
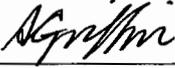
- (a) An employee will be entitled to apply to undertake a Special Studies Program (SSP) provided that it will commence no sooner than three years after entry on duty. The period of three years may be reduced if prior service at another university has been recognised for this purpose.
- (b) The University will recognise prior continuous paid service with other Australian higher education institutions as qualifying service when considering applications for SSP. Provided that if an employee has taken a period of time on SSP at another university, that period will be considered.
- (c) Eligibility for recognition of prior service with another University will be dependent upon continuity of employment between the other University and UNSW.
- (d) If there is not more than two months between the cessation of employment with another university and commencement with UNSW, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.

39.0 PUBLIC HOLIDAYS

An employee (other than a casual employee) will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:

New Year's Day
Australia Day
Canberra Day (UNSW@ADFA only)
Good Friday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day
August Bank Holiday (to be taken on the first weekday after Boxing Day) and
all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable)

PART G - SIGNATURES

Signed for and on behalf of:	Signed for and on behalf of:
University of New South Wales ABN 57 195 873 179 Anzac Parade, UNSW Sydney NSW 2052	National Tertiary Education Industry Union ABN 38579 396 344 PO Box 1323, South Melbourne VIC 3205
 (Signature)	 (Signature)
Professor Fred Hilmer (Name)	GRAHAME MCCULLOCH (Name)
UNSW, Anzac Parade, UNSW 2052 (Address)	As above (Address)
Pursuant to UNSW Delegations of Authority (6.10.1) (Authority to Sign)	Rule 21 of the Registered Rules of the NTEU (Authority to Sign)
in the presence of:	in the presence of:
 (Witness Signature)	 (Witness Signature)
SUSAN GRIFFIN. (Witness Name)	ELEANOR FLOYD (Witness Name)
UNSW, Anzac Parade, UNSW 2052 (Witness Address)	as above (Witness Address)

PART H - SCHEDULES

SCHEDULE 1 ACADEMIC SALARY RATES FOR FULL-TIME STAFF

LEVEL A (ASSOCIATE LECTURER)

Step	Current Salary	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
1	46,443	47,604	48,794	50,014	51,264	52,546	53,860
2	48,900	50,123	51,376	52,660	53,976	55,326	56,709
3	51,380	52,665	53,981	55,331	56,714	58,132	59,585
4	53,863	55,210	56,590	58,005	59,455	60,941	62,465
5	55,879	57,276	58,708	60,176	61,680	63,222	64,803
6 *	57,895	59,342	60,826	62,347	63,905	65,503	67,140
7	59,911	61,409	62,944	64,518	66,131	67,784	69,478
8	61,925	63,473	65,060	66,686	68,354	70,062	71,814

* minimum payment for an employee who holds or gains a relevant doctoral qualification; or is required to carry out "full subject coordination" activities; or is required to prepare and deliver lectures on a regular basis; or is required to develop subject material.

- "Full subject coordination" means when either one person is solely responsible for organising the teaching of a subject on a continuing basis, or when a person cooperating with others in a subject is personally responsible for organising the work of one or more other employees on a continuing basis.

LEVEL B (LECTURER)

Step	Current Salary	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
1	65,028	66,654	68,320	70,028	71,779	73,573	75,413
2	67,355	69,039	70,765	72,534	74,347	76,206	78,111
3	69,679	71,421	73,206	75,037	76,913	78,835	80,806
4	72,007	73,807	75,652	77,544	79,482	81,469	83,506
5	74,331	76,189	78,094	80,046	82,048	84,099	86,201
6	76,660	78,577	80,541	82,554	84,618	86,734	88,902

LEVEL C (SENIOR LECTURER)

Step	Current Salary	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
1	78,983	80,958	82,982	85,056	87,182	89,362	91,596
2	81,311	83,344	85,427	87,563	89,752	91,996	94,296
3	83,634	85,725	87,868	90,065	92,316	94,624	96,990
4	85,963	88,112	90,315	92,573	94,887	97,259	99,691
5	88,287	90,494	92,757	95,075	97,452	99,889	102,386
6	90,615	92,880	95,202	97,582	100,022	102,523	105,086

LEVEL D (ASSOCIATE PROFESSOR)

Step	Current Salary	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
1	94,492	96,854	99,276	101,758	104,301	106,909	109,582
2	97,591	100,031	102,532	105,095	107,722	110,415	113,176
3	100,692	103,209	105,790	108,434	111,145	113,924	116,772
4	103,794	106,389	109,049	111,775	114,569	117,433	120,369

LEVEL E (PROFESSOR)

Current Salary	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
120,854	123,875	126,972	130,147	133,400	136,735	140,154

CLINICAL LOADINGS \$/YEAR

Current Loading	DOE 2.5%	Dec 06 2.5%	June 07 2.5%	Dec 07 2.5%	June 08 2.5%	Dec 08 2.5%
21,206	21,736	22,280	22,837	23,407	23,993	24,592

All clinical loadings and professorial merit differentials will be superable and will be paid to employees entitled thereto during periods of study leave, recreation leave and long service leave.

SCHEDULE 2 CASUAL ACADEMIC SALARY RATES (Part-time non-fractional)

- (a) An hourly rate of pay will be paid to casual employees and will be derived by the following formula:

Relevant full-time salary / 52 / 37.5 x hours including associated working time x 23%

- (b) The relevant salary point will be the relevant salary point in Schedule 1:

- (i) Level A, Step 2 for the work described in 2a, 2b, 3a, 4b, 6a below;
- (ii) Level A, Step 6 for the work described in 2c, 2d, 3b, 4c, 6b below;
- (iii) Level B, Step 2 for the work described in 1a, 1b, 1c, 1d, 4a, 5a below.

- (c) Casual academic salary rates are set out below. In accordance with subclause 12.1(a) of this Agreement, the dates referred to in this Schedule refer to the first full pay period commencing after that date.

- (d) "Lecture" or "tutorial" means any educational delivery described as a lecture or tutorial respectively in a course or unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.

"Seminars" means any educational delivery described as a seminar in a course or unit outline, or in an official timetable issued by the University. Seminars may be a supplementary forms of education delivery. Seminars that are supplementary forms of education delivery or are conducted in small groups consistent in size with tutorial classes in the Faculty, will be paid for at the appropriate tutorial rate. Seminars that are not a supplementary form of education delivery will be paid for at the appropriate lecture rate.

The hourly rate of pay for lecturing or tutoring set out below will encompass the following activities in addition to the delivery of lectures and/or tutorials:

- (i) preparing of lectures or tutorials;
- (ii) up to 20 minutes of marking for each one hour of teaching. The marking is for the group of students for whom the casual employee has direct responsibility (e.g. 60 contact hours means that twenty hours of marking must be undertaken before further costs are incurred by the University).

Academics in Schools/Departments will establish a time formula for marking in relation to different types of assessments within the Schools/Departments. This formula will be used and reviewed every second year by the School/Department;

- (iii) administration of relevant records of the students for whom the casual employee is responsible; and
 - (iv) informal consultation with students. This consultation involves face to face consultations immediately prior to or following a lecture or tutorial.
- (e) The total hours of work will not normally exceed two extra hours for every hour of teaching time, however may involve more than two hours in the case of 1a and 1b below.

1. CASUAL LECTURER – Per one-hour lecture

1a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
212.43	217.74	223.18	228.76	234.48	240.34	246.35

Paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of associated working time.

1b Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
169.94	174.19	178.55	183.01	187.58	192.27	197.08

Paid where the lecturer assumes significant responsibility for planning and developing a unit of a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise; or where a lecture involves 3 hours of associated working time.

1c Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
127.46	130.64	133.91	137.26	140.69	144.21	147.81

Paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time.

1d Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
84.97	87.10	89.27	91.50	93.79	96.14	98.54

Paid for a 'repeat' lecture, covering the subject matter of a lecture given within a period of 7 days to another group of students.

2. CASUAL TUTORIAL – Per one-hour tutorial

A tutorial is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the subject. Responsibility for the course rests with the lecturer in charge of the subject not the casual employee.

2a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
92.53	94.85	97.22	99.65	102.14	104.69	107.31

Tutorial involves 1 hour of delivery and up to 2 hours of associated working time

2b Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
61.69	63.23	64.81	66.43	68.09	69.80	71.54

Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to the subsequent delivery of substantially the same subject matter in a tutorial within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

2c Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
109.56	112.29	115.10	117.98	120.93	123.95	127.05

Tutorial involves 1 hour of delivery and up to 2 hours of associated working time in circumstances where the casual employee holds a relevant doctoral qualification.

2d Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
73.04	74.86	76.73	78.65	80.62	82.63	84.70

Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, in circumstances where the casual employee holds a relevant doctoral qualification provided that the hourly rate in a repeat tutorial applies to the subsequent delivery of substantially the same subject matter in a tutorial within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

3. **DEMONSTRATION AND OTHER DUTIES - Per Hour**

Demonstration

- (a) Demonstration involves the performance of such duties as the conduct of practical classes by setting up or supervising the correct method of use of equipment; issuing prepared instructions about experimental procedures or projects from the lecturer; supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.

The hourly rate of pay for demonstrating and other duties encompasses one hour of student contact time only. Any work required outside the one hour (marking, giving a lecture or tutorial, attending a meeting or lecture, preparation time or other duties) will be paid as appropriate in accordance with the rates in this Schedule.

Responsibility for the course rests with the lecturer in charge of the subject not the casual performing demonstrating or other duties.

Other Duties

- (b) Other duties includes all other work that is required by the University to be performed by the casual employee, being work in the nature of, but not limited to:
- (i) attendance at lectures, formally designated student consultation, including formal consultation by electronic means, and student supervision;
 - (ii) attendance at meetings including School and/or Faculty meetings as required by the Head of the academic unit;
 - (iii) the conduct of practical classes, workshops, student field excursions;
 - (iv) the conduct of clinical sessions other than for the Faculty of Medicine;
 - (v) the conduct of performance and visual art studio sessions;
 - (vi) development of teaching and subject materials such as the preparation of subject guides, reading lists, and basic activities associated with subject coordination; and
 - (vii) musical coaching, repititeurship, and musical accompanying other than with special educational service specified in point 6 below.

Additional Casual Duties

- (c) Any additional casual duties which the casual employee is required to perform beyond those outlined above will be paid for separately at the appropriate rate set out below.

3a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
30.84	31.62	32.41	33.22	34.05	34.90	35.77

Other duties or demonstration rate

3b Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
36.52	37.43	38.37	39.33	40.31	41.32	42.35

Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employee holds a relevant doctoral qualification.

4. CASUAL MARKING – Per hour

Marking beyond that outlined in subclause (d)(ii) above, including marking of subject or course wide examinations, essays or other assessment tasks will be paid at the appropriate hourly marking rate as set out below.

4a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
42.49	43.55	44.64	45.75	46.90	48.07	49.27

Paid for marking requiring a significant exercise of academic judgment appropriate to an employee at Level B, or as a supervising examiner.

4b Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
30.84	31.62	32.41	33.22	34.05	34.90	35.77

Paid for routine marking

4c Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
36.52	37.43	38.37	39.33	40.31	41.32	42.35

Routine marking where the casual employee holds a relevant doctoral qualification

5. CLINICAL SESSIONS (Faculty of Medicine)

5a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
127.46	130.64	133.91	137.26	140.69	144.21	147.81

6. MUSIC ACCOMPANYING

A casual employee required to provide music accompanying with directly associated non contact duties in the nature of preparation will be paid at a rate for each hour of music accompanying delivered as set out below. Music accompanying with special education service means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of the academic staff 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.

6a Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
61.69	63.23	64.81	66.43	68.09	69.80	71.54

Music accompanying involves 1 hour delivery and 1 associated work time.

6b Current Rate	DOE	Dec 06	June 07	Dec 07	June 08	Dec 08
73.04	74.86	76.73	78.65	80.62	82.63	84.70

Music accompanying involves 1 hour delivery and 1 associated work time in circumstances where full subject coordination duties are required as part of normal duties, or the casual employee holds a relevant doctoral qualification.

SCHEDULE 3 UNSW POSITION CLASSIFICATION STANDARDS

LEVEL A (ASSOCIATE LECTURER)

General Standard

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course coordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches.
- Acting as subject coordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

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

The most complex levels of subject coordination should not be carried out by a Level A academic.

Skill Base

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

LEVEL B (LECTURER)

General Standard

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

Specific Duties

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.
- Acting as subject coordinators.
- The preparation and delivery of lectures or seminars.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior academics.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches.
- Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

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

LEVEL C (SENIOR LECTURER)

General Standard

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

Specific Duties

Specific duties required of a Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.

- Initiation and development of course material.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

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

LEVEL D (ASSOCIATE PROFESSOR)

General Standard

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

Specific Duties

Specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and faculty meetings.

Skill Base

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

LEVEL E (PROFESSOR)

General Standard

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

Specific Duties

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic will have the same skill base as a Level D academic but will be recognised as a leading authority in the relevant discipline area.