PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be referred to as the Southern Cross University Enterprise Bargaining Agreement 2005.

2. ARRANGEMENT

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3. APPLICATION OF AGREEMENT

3.1 This Agreement is binding according to its terms upon:

3.1.1 Southern Cross University;
3.1.2 The National Tertiary Education Industry Union (NTEU) and its members;
3.1.3 The Community and Public Sector Union (CPSU) and its members;
3.1.4 all University employees to whom this Agreement applies.

3.2 This Agreement will apply to all academic and general staff employees employed by Southern Cross University.

4. OPERATION OF AGREEMENT

4.1 This Agreement will operate for three years from the date of certification in the Australian Industrial Relations Commission.

5. RELATIONSHIP WITH EXISTING AWARDS AND AGREEMENTS

5.1 This Agreement is closed and comprehensive and operates to the exclusion of any other industrial award or agreement.

5.2 This Agreement rescinds and replaces the Agreement titled "Southern Cross University Enterprise Bargaining Agreement 2000".

5.3 The University may enter into Australian Workplace Agreements (AWAs) with its employees. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA.

5.4 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide the staff member with access to this Agreement.

5.5 Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure or guideline referred to in this Agreement.

6. DEFINITIONS

6.1 In this Agreement, unless inconsistent within the context of the subject matter, **employee** will mean all persons who are academic and general staff employees of Southern Cross University.

6.2 **Union** means either or both the National Tertiary Education Industry Union, or the Community and Public Sector Union.

6.3 **University** means Southern Cross University.

6.4 **Employee representative** means a person invited by the employee to represent them and who is either a staff member of the University, or a person who is a staff member of the University and a member of the CPSU or NTEU, in either case excluding a person who is currently a practicing solicitor or barrister.

6.5 **Academic staff** means all academic staff employed by the University and paid in accordance with the salary rates set out in Appendix A.

6.6 **General staff** means all general staff employed by the University and paid in accordance with the salary rates set out in Appendix B.

6.7 **List of Chairpersons** means a list of chairpersons compiled by the Vice-Chancellor in consultation with the Staff Consultative Group (SCG). The list of chairpersons, who will be persons external to the University with experience in one or more of the following: decision-making processes, dispute resolution, arbitration, and/or adjudication, shall be compiled within two months of certification of this agreement, and will be subject to review by the Vice-Chancellor in consultation with the SCG on an annual basis.

7. AVAILABILITY OF AGREEMENT

7.1 A copy of this Agreement will be kept in an easily accessible place within all campuses of Southern Cross University and be available for inspection upon request by any employee of Southern Cross University. The Agreement will be placed on the University web-site.

8. NO FURTHER CLAIMS AND SUBSEQUENT AGREEMENTS

8.1 During the nominal term of this Agreement the parties to this Agreement agree not to pursue any further claims in relation to matters covered by this Agreement.

8.2 The University will re-open formal negotiations with employees and, where employees choose, their employee representatives three months prior to the expiry of the period of this Agreement with a view to negotiating and settling any replacement Agreement.

PART 2: PURPOSE AND COMMITMENTS

9. PURPOSE OF AGREEMENT AND COMMITMENTS

9.1 The purpose of this agreement is to improve the performance and success of Southern Cross University. The major aim is to achieve demonstrable productivity enhancements for all parts of the organisation and its workforce in order to ensure sustainable future growth.

9.2 The parties to this Agreement acknowledge that the enabling legislation, statutes, by-laws, rules and delegations of the University specify responsibilities and obligations upon its management with regard to matters of institutional policy or discretion including the mission of the University, plans and objectives, organisational structure, staffing profiles and levels, budget and resource allocation, and the employment and management of staff.

9.3 The parties to this Agreement also acknowledge that it is the obligation and prerogative of the University management to make decisions within approved delegations and authority with regard to: appropriate activities, programs, projects and services to be initiated, or continued, or terminated at the University; to determine how those decisions are to be accommodated through the allocation of resources; and to make adjustments to the employee skill base to achieve approved objectives.

9.4 To achieve the major aim specified in 9.1 above, the parties to this Agreement agree:

- **9.4.1** to support and implement the priorities and objectives specified in approved university plans;
- **9.4.2** to support and implement decisions resulting from the application of approved university policies and procedures, subject to relevant appeals procedures;
- **9.4.3** to support and implement organisational reform approved by the University which is intended to produce sustainable productivity enhancements.

9.5 The parties to this Agreement accept that in order to deliver the salary benefits for all staff specified in this agreement, to continue to operate efficiently and successfully within an environment of increasing competition in the higher education sector, and to create future job opportunities, the University will need to review all aspects of its operations, to optimise its capacity to generate additional income, to improve efficiencies wherever possible, and to maximise its ability to successfully bid for additional government sources of funding.

9.6 The parties to this Agreement therefore agree:

- **9.6.1** to support the processes for any approved reviews and to implement authorised decisions arising from such reviews after appropriate consultation;
- **9.6.2** to make every reasonable effort to assist all parts of the University to contain expenditure within allocated budgets and to maximise additional income generating activities and their benefits for students and staff;
- **9.6.3** to co-operate purposefully in endeavours by the University to gain additional federal and state government and public sector funds;
- **9.6.4** to support and implement initiatives and reform approved by the University which is intended to improve: quality of service to students; quality and extent of academic outcomes; growth of income generating activities with appropriate containment of expenditure; delivery of efficient and cost effective services; the minimisation of duplication; the streamlining and simplification of procedures; the operational benefits of new technologies; the incorporation of quality assurance processes as an integral part of all university operations; the accountable use of staff time to productively address essential functions of the university and specific objectives in university plans; job satisfaction and benefits for staff;

9.6.5 to utilise Australian community and higher education sector norms in guiding proposals for productivity enhancements.

9.7 The parties to this Agreement will also support approved initiatives by the University which are intended to ensure that future benefits to the organisation from increased productivity can be shared with employees.

9.8 The parties to this Agreement also agree to further a professional workforce culture of mutual respect with commitment to flexibility, teamwork and continuing improvement, and in which employees are well trained, comparatively well rewarded both professionally and materially, committed to the objectives of the University and accountable for their job responsibilities.

PART 3: EMPLOYMENT

10. CONTRACT OF EMPLOYMENT

10.1 All forms of employment will conform to the requirements of the applicable approved policies of the University.

10.2 With the approval of the appropriate Cost Centre Head(s), general staff may accept a casual academic appointment. Approved arrangements will consider whether an employee's substantive hours may need to be reduced if the academic work cannot be completed outside the employee's substantive hours of work.

10.3 Full-time employment

10.3.1 "Full-time employment" means all employment other than "fixed-term", "part-time", or "casual". Full-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

10.4 Part-time employment

10.4.1 "Part-time employment" means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked. Part-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

10.5 Fixed-term Employment

10.5.1 "Fixed-term employment" means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment (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 during a probationary period, or for cause based upon unsatisfactory performance as per Clause 32 or for serious or wilful misconduct as per Clause 37.

10.5.2 Any second or subsequent fixed-term contract for the same position will not contain a probationary period.

10.6 Casual employment

10.6.1 "Casual employment" will mean a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.

10.6.2 Further provisions for casual employment are at:

10.6.2.1 Clause 39, Casual Academic Rates and Definitions.
10.6.2.2 Clause 42, Casual General Staff.

10.7 Requirement to state terms of engagement

10.7.1 Upon engagement, the employer will provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

10.7.1.1 for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;

10.7.1.2 for a fixed-term employee, whether the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of a fixed-term contract for the type of employment has been decided for that employment;

10.7.1.3 for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;

10.7.1.4 for any employee subject to probationary employment, the length and terms of the probation;

10.7.1.5 other main conditions of employment including the duties and reporting relationships to apply upon appointment.

10.8 Fixed-Term Appointments

10.8.1 Incremental advancement

10.8.1.1 Without diminishing any entitlement under a fixed-term employee's contract of employment, a fixed-term employee, other than an apprentice, will be entitled to progress through an incremental salary structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

10.8.2 Notice of cessation or renovation of employment upon expiry of contract

10.8.2.1 The University will provide a fixed-term employee with written notice of its intention to renew, or not to renew, employment upon the expiry of the contract, unless they were employed:

10.8.2.1(a) to replace another employee who was on authorised leave; or

10.8.2.1(b) to replace another employee whose position is vacant due to a temporary employment variation; or

10.8.2.1(c) on a pre-retirement contract; or

10.8.2.1(d) on a fixed-term contract in connection with a course of study in which they were enrolled and that course of study has been completed.

10.8.2.2 Such notice will be the greater of:

10.8.2.2.(a) any entitlement to notice prescribed by the employee's fixed term contract of employment; or

10.8.2.2.(b)

Period of continuous service	Period of notice
Not more than one year	At least one week, or the equivalent of a full pay period, whichever is the greater.
One year but less than three years	At least two weeks, or the equivalent of a full pay period, whichever is the greater.
Three years but less than five years	At least three weeks, or the equivalent of a full pay period, whichever is the greater.
Five years and over	At least four weeks, or the equivalent of a full pay period, whichever is the greater.

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

10.8.2.3 Where the University is not reasonably able to give the notice required by this Subclause because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, it will be sufficient compliance with this Subclause if the University:

10.8.2.3(a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and

10.8.2.3(b) gives notice to the employee at the earliest practicable date thereafter.

10.8.2.4 Where the University has made a determination to renew a fixed-term position, the staff member will normally be given further employment in that fixed-term position, provided the staff member was employed in the relevant position through a competitive selection process and has performed satisfactorily in that position as evidenced in annual performance review reports.

10.8.3 Severance pay

10.8.3.1 If the University has decided not to offer a further fixed-term contract to an employee, the University will pay to the employee a severance payment calculated in accordance with Subclause 10.8.3.2, unless they were employed:

10.8.3.1(a) to replace another employee who was on authorised leave; or
10.8.3.1(b) to replace another employee whose position is vacant due to a temporary employment variation; or
10.8.3.1(c) on a pre-retirement contract; or
10.8.3.1(d) on a fixed term contract in connection with a course of study in which they were enrolled and that course of study has been completed.

10.8.3.2 Severance payment entitlements will be calculated for a period of continuous service as follows:

10.8.3.2.(a) over 12 months and up to the completion of two years service: four weeks pay
10.8.3.2.(b) over two years and up to the completion of three years: six weeks pay
10.8.3.2.(c) over three years and up to the completion of four years: seven weeks pay
10.8.3.2.(d) over four years and up to the completion of five years: eight weeks pay
10.8.3.2.(e) over five years and up to the completion of six years: ten weeks pay
10.8.3.2.(f) over six years and up to the completion of seven years: eleven weeks pay
10.8.3.2.(g) over seven years and up to the completion of eight years: thirteen weeks pay
10.8.3.2.(h) over eight years and up to the completion of nine years: fourteen weeks pay
10.8.3.2.(i) over nine years and up to the completion of ten years: sixteen weeks pay
10.8.3.2.(j) over ten years: eighteen weeks pay.

**"weeks pay" means the ordinary time rate of pay for the staff member concerned.*

10.8.3.3 If the University offers further employment to an employee otherwise entitled to severance payment, and that employee refuses the offer of employment, then that employee is not entitled to severance payment.

10.8.3.4 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.

10.8.4 Conversion

10.8.4.1 Where the University gives notice in accordance with Subclause 10.8.2 of the intention to renew employment on expiry of the contract, the staff member subject to Subclause 10.8.4.2, may apply for conversion to continuing employment on the same salary and classification provided that the staff member:

10.8.4.1.(a) was employed in the relevant position for a continuous period of two years or more; and
10.8.4.1.(b) was employed in the relevant position through a competitive and externally advertised selection process; and
10.8.4.1.(c) has performed satisfactorily in that position as evidenced in annual performance review reports.

10.8.4.2 Fixed-term employees are not eligible to apply for conversion if they were employed:

10.8.4.2(a) to replace another employee who was on authorised leave; or
10.8.4.2(b) to replace another employee whose position is vacant due to a temporary employment variation; or
10.8.4.2(c) on a pre-retirement contract; or

10.8.4.2(d) on a fixed-term contract in connection with a course of study in which they were enrolled and that course of study has been completed; or

10.8.4.2(e) for the purposes of research or a specific task or project; or

10.8.4.2(f) under identifiable external funding sources, 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.

10.8.5 Calculation of continuous service

10.8.5.1 For the purpose of Subclause 10.8 breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

10.8.5.2 Breaks in service between one teaching session and the next will not constitute breaks in continuous service.

10.8.5.3 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of Subclause 10.8.

PART 4: INDIGENOUS EMPLOYMENT

11. INDIGENOUS EMPLOYMENT

11.1 The University is committed to the employment of Indigenous Australian Peoples, and the University will take account of Indigenous cultural implications of any employment strategies it may implement through consultation with the Aboriginal Community and Elders. The University aims to encourage, increase and maintain Indigenous Australian employment levels and the parties to this Agreement acknowledge the positive results that have been achieved through the work of the University's Indigenous Australian employment strategies.

11.2 The development of future Indigenous Australian employment strategies will seek to maintain mechanisms that:

11.2.1 enhance the recruitment of Indigenous staff at the University;

11.2.2 improve the retention of Indigenous staff;

11.2.3 increase vocational skills and career development opportunities for Indigenous staff;

11.2.4 promote an understanding of Indigenous Australian cultures.

PART 5: SALARIES AND RELATED MATTERS

12. SALARIES

12.1 This Agreement provides for the following salary increases:

12.1.1 3% effective on and from 1 July 2004 (paid prior to certification).

12.1.2 3% effective on and from 17 December 2004 (paid prior to certification).

12.1.3 3% effective on and from date of certification of this Agreement.

12.1.4 2% effective on and from 1 July, 2006.

12.1.5 2% effective on and from 1 January, 2007.

12.1.6 3% effective on and from 1 September, 2007.

12.1.7 2% effective on and from 1 January 2008.

12.1.8 4% effective on and from 1 October 2008.

12.2 Appendix A sets out the total minimum amounts payable to full-time academic employees and Appendix B sets out the total minimum salaries payable to full-time general staff employees.

12.3 Appendix C sets out the hourly rates of pay to be paid to casual academic employees up to 31 December, 2005. The casual rates of pay thereafter will be derived from the relevant full time salary rates payable under this Agreement and calculated in accordance with formulae set down in Clause 39 of the Agreement.

12.4 Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEW Level 3:

12.4.1	1st Year	50%
12.4.2	2nd Year	60%
12.4.3	3rd Year	75%
12.4.4	4th Year	90%

12.5 Trainee employees undertaking traineeships in accordance with a Training Agreement registered with the NSW Training Authority will be paid rates in accordance with the skill levels and wages prescribed in Appendix D of the Agreement.

13. INCREMENTAL PROGRESSION

13.1 At the conclusion of each 12 month period, following entry into a classification, and/or the subsequent anniversary date, employees who have received written confirmation of satisfactory performance, or where no unsatisfactory performance has been identified and a report submitted, will move to the next highest salary point within the classification.

13.2 Where an employee has been absent without pay for an aggregate of more than five days in each 12 month period, incremental progression will be delayed by the period of absence.

13.3 For the purposes of incremental progression and performance review, each employee will have a supervisor designated in writing by the relevant Cost Centre Head. The supervisor will be the Head of the appropriate organisational unit, provided that for academic staff, the Cost Centre Head may delegate another staff member classified at Level C or above to be the supervisor of one or more staff members.

13.4 The assessment of an employee's performance for the purpose of incremental progression will be in accordance with the following procedure:

13.4.1 Supervisors will discuss the performance of duties with employees not later than one month before an increment is due.

13.4.2 Eligibility for an increment will be based on the employee's performance of duty being satisfactory.

13.4.3 When written confirmation of satisfactory performance as assessed by the designated supervisor in accordance with the relevant classification level and duties of the position has been received then the approved increment will be paid automatically.

13.4.4 Where a supervisor confirms in writing that performance has been assessed as outstanding, accelerated incremental progression may be recommended.

13.4.5 When the supervisor has identified an unsatisfactory performance matter and has submitted an unsatisfactory performance report before the due date for incremental progression then the appropriate increment may be withheld pending any further action by the Cost Centre Head and/or any decisions reached in accordance with Clause 32, Managing Unsatisfactory Performance, of this Agreement.

14. FACILITATION OF SALARY PACKAGING ARRANGEMENTS

14.1 The University recognises that from time to time employees may wish to restructure the salary payments they receive from the University in order to maximise their disposable income. To this end, the University is committed to facilitating a salary sacrificing scheme that offers employees the opportunity to allocate an amount of their gross salary before PAYG tax deductions to superannuation and/or other benefits.

14.2 Where an employee elects, in writing, to take up any agreed salary sacrificing option the salary rates payable under this Agreement will be reduced for that employee by the amount equal to the value of the total package sacrificed.

15. DEFERRED SALARY SCHEME

15.1 During the life of this Agreement the University will implement a deferred salary scheme to enable employees to voluntarily defer a percentage of their salary over a specified period of time and be paid that deferred salary during a specified period of leave. Unless otherwise approved, the period of deferred salary leave would be proportionate to the percentage of total salary that was deferred and the period over which it was deferred.

16. SUPERANNUATION

16.1 The University will maintain the superannuation arrangements and contributions in force at the date of this agreement in respect of all current staff and new staff eligible for UniSuper, for the duration of this Agreement.

16.2 Employees who are existing members of the NSW State Superannuation Fund or the SASS may continue their membership of that fund and the University will maintain its contribution in accordance with the rules governing each fund.

16.3 Employees with an appointment equal to or greater than 50% fractional and of two years or more duration, are required to contribute to UniSuper provided their positions are funded from operating funds provided to the University or from DEST grants that provide to the University the full cost of the employer superannuation contribution.

16.4 Employees appointed at HEW levels 1, 2 or 3 will be required to contribute to superannuation at half the full employee contribution rate fixed from time to time by UniSuper (currently 3.5% of an employee's salary), but with an option to contribute at the full rate (currently 7% of an employee's salary).

17. FIRST AID ALLOWANCE

17.1 When an employee is appointed to be responsible for first aid facilities, injury records and/or providing first aid to other employees and/or students, that employee will be paid an allowance at the rate of $568 per annum during the period of such an appointment, provided that the employee possesses either a current first aid certificate issued by St. John Ambulance Australia or some other equivalent first aid qualification.

18. TRAVEL FOR WORK

18.1 Where employees are required to travel in the course of their work, reasonable out of pocket expenses, as approved by the Cost Centre Head, will be met by the University and the travel will be arranged and conducted in accordance with relevant University policies.

PART 6: LEAVE

The leave provisions of this Agreement do not apply to persons engaged as casual employees by the University. The NSW Long Service Leave Act, 1955 establishes the long service leave eligibility for casual employees.

19. FAMILY LEAVE

19.1 An employee may be granted up to a maximum of 2 weeks per calendar year to care for or support a member of the employee's family who is ill.

19.2 An employee may be granted family leave on two separate days per calendar year without a medical certificate or a statutory declaration.

19.3 Single day absences in excess of two per calendar year must be supported by a medical certificate or a statutory declaration declaring the illness.

19.4 Consecutive working day absences must be supported by a medical certificate declaring the illness and stating its duration.

19.5 The employee must have responsibility for the care of the family member concerned.

19.6 For the purposes of this Clause 'family' means:

19.6.1 spouse, de facto spouse or same sex partner
19.6.2 child, including adopted, foster, ex-nuptial or step child
19.6.3 parent, including foster parent or legal guardian
19.6.4 grandparent, grandchild or sibling
19.6.5 another relative who is a member of the employee's household.

19.7 Family leave will not be granted where an employee is absent on another period of approved leave.

20. SICK LEAVE

20.1 An employee who satisfies the University that they are unable to perform their duties by reason of illness may be granted paid sick leave at the ordinary rate of pay for absences of up to a cumulative 6 weeks in a calendar year. However, in exceptional circumstances as determined by the Vice-Chancellor paid leave may be granted for a period up to a maximum of 13 weeks. For employees with more than five years continuous service any further period of paid sick leave beyond 13 weeks may be determined by the Vice-Chancellor on a case by case basis.

20.2 An employee appointed for short periods of six months or less may be restricted to one week's paid sick leave.

20.3 If any sick leave absence exceeds three consecutive working days, the employee will provide a medical certificate as to the nature of the illness or incapacity involved, covering the total period of the absence.

20.4 An employee may be required to provide a medical certificate for any sick leave absence stating that the employee is unable to attend for duty in respect of the day or days applied for as sick leave and the nature of the illness or incapacity.

20.5 As far as practicable, an employee absent due to illness or incapacity will advise their supervisor within twenty four hours of the commencement of the absence, advising the nature of the illness or incapacity and the estimated duration of the absence.

21. LONG SERVICE LEAVE

21.1 Employees (other than casual employees whose eligibility is established by the NSW Long Service Leave Act, 1955) will be eligible for long service leave as follows:

21.1.1 After ten years service to three months leave on full ordinary rate of pay or six months leave on half the ordinary rate of pay.

21.1.2 After 15 years service to four months and 15 days leave on full ordinary rate of pay or nine months leave on half the ordinary rate of pay.

21.1.3 For service between ten years and 15 years leave will accrue proportionately on the basis of 9.1 calendar days for each completed year of service and a proportion thereof for period of service of less than one year.

21.1.4 For service in excess of 15 years, leave will accrue at a rate of 15.2 calendar days for each completed year of service and a proportion thereof for any period of service of less than one year.

21.2 Long service leave entitlement on cessation

21.2.1 Where an employee has completed at least five years continuous service, but less than ten years continuous service, and their services are terminated

21.2.1.1 by the University for any reason other than for serious and wilful misconduct, or

21.2.1.2 by the employee on account of medically substantiated illness, incapacity, or substantiated domestic or other pressing necessity, or by reason of the death of the employee,

the employee will be entitled to a proportionate amount of long service leave on the basis of three months for fifteen years service.

21.2.2 If an employee has an entitlement to long service leave they will be entitled, when they leave the employ of the University, to receive the monetary value of the leave calculated at the ordinary rate of pay that the employee was receiving immediately prior to the cessation of employment. Where a full-time employee has worked part-time, or a part-time employee's hours of work have varied, in the five year period immediately prior to cessation of employment, payment of the monetary value of the leave will be calculated at the appointment fraction averaged over the five years.

21.2.3 In the event of the death of an employee, the monetary value of all long service leave for which the employee was eligible at the time of death will be paid to their legal personal representative unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.

21.2.4 Relieving allowance and additional responsibilities allowance will be included in the calculation of the monetary value of leave on cessation of employment if the employee has been paid the allowance for a total continuous period of twelve months or more immediately prior to cessation of employment.

21.3 Effect of leave without pay on long service leave

21.3.1 Periods of leave without pay are not to be counted as service where the total period of paid service is less than ten years. Where an employee has completed ten or more years paid service, periods of leave without pay commencing after this time will count as service except when a continuous period of leave without pay exceeds six months.

21.4 Recognition of prior service for long service leave purposes

21.4.1 If an employee commenced employment with the University on or after 1 January 1974, their long service leave entitlement will be calculated so as to include prior continuous service with any recognised Australian University, except that the employee will not be entitled to recognition for the following periods:

21.4.1.1 any service prior to 1 January 1969;

21.4.1.2 any service that finished more than two months before commencing employment with the University;

21.4.1.3 any period of long service leave actually taken while employed by a previous university employer; and

21.4.1.4 any period for which the employee has been paid the money value on termination by a previous university employer.

21.4.2 If an employee commences employment with the University no more than two months after finishing employment with a previous university employer, this intervening period does not break continuity of service for long service leave purposes but does not itself count towards the accrual of long service leave.

21.4.3 Broken periods of service with the University will be recognised provided breaks between employment periods do not exceed two months.

21.5 Time of Taking Long Service Leave

21.5.1 An employee who has qualified for long service leave will be entitled to take long service leave at a time specified by the employee. Unless the Vice-Chancellor approves otherwise, an employee intending to take long service leave is required to provide at least three months written notice of such leave.

21.6 Cashing out of long service leave

21.6.1 An employee who has accumulated a long service leave entitlement in excess of three months may apply to the Vice-Chancellor to convert up to 50% of the leave to a monetary equivalent. The University will ensure that any staff member applying to do this will be advised to seek detailed financial advice.

21.6.2 Where any inconsistency exists between this Clause and the provisions of the NSW Long Service Leave Act, 1995, the provisions of this Clause will prevail.

21.7 Sick leave during LSL

21.7.1 An employee who becomes ill whilst on long service leave may apply for sick leave for the period of the illness and request that their long service leave be re-credited for the period involved. The period of their illness whilst on long service leave must be for one week or more and the employee must provide a satisfactory medical certificate covering the complete period.

21.7.2 The provisions of Subclause 21.7.1 will not be extended to employees on long service leave immediately prior to retirement, resignation or termination of employment.

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22. PARENTAL LEAVE

22.1 Definitions

22.1.1 Parental leave is the general term encompassing: maternity leave (Subclause 22.7), spouse leave (Subclause 22.8) and adoption leave (Subclause 22.9).

22.1.2 'Nominal commencement date' for the purposes of determining eligibility for payment of parental leave will be:

22.1.2.1 maternity leave: 4 weeks prior to the expected date of birth of the child,

22.1.2.2 adoption leave: the notified date of placement of the child with the employee.

22.1.2.3 for the purposes of determining eligibility for spouse leave, 'spouse' means husband, wife, de facto spouse or same sex partner.

22.2 Payment of Allowances During Periods of Parental Leave

22.2.1 Relieving allowance and additional responsibilities allowance will continue to be paid during periods of paid parental leave if the employee is in the higher position for six months or more. Relieving allowance will not be paid when the total continuous period in the higher position is less than six months. In such cases, should the period in the higher position subsequently be extended beyond six months, the allowance will only be paid during periods of paid parental leave taken after an extension beyond six months has been approved and six months in the higher position has been served. Both relieving allowance and additional responsibilities allowance will be paid at the same rate as the approved parental leave, for example 50% parental leave would result in payment of 50% relieving allowance or additional responsibilities allowance. First aid allowance will be paid during periods of paid parental leave.

22.3 Effect of parental leave on entitlements

22.3.1 Parental leave on full pay counts as 100% service and parental leave on half pay counts as 50% service for the accrual of annual leave.

22.3.2 For employees who have not completed ten years service, all parental leave without pay does not count as service for long service leave purposes but does not break continuity of service for the purposes of long service leave. Where ten years service has been completed, parental leave without pay will count as service provided the leave does not exceed six months. If the period of leave exceeds six months the whole period of leave without pay does not count as service.

22.4 Return to work

22.4.1 The employee is entitled to return to the substantive position they held immediately prior to proceeding on parental leave. If that position no longer exists, and the employee is qualified for and can perform the duties of other positions in the institution, the University is obliged to place the employee in the position nearest in status and remuneration to the substantive position held prior to proceeding on leave.

22.4.2 Subject to work unit requirements a full-time employee may opt to return to work on a part-time basis for up to 2 years from the date of return.

22.5 Right to Request

22.5.1 Notwithstanding other provisions within Clause 22, an employee entitled to parental leave has the right to request the following:

22.5.1.1 An increase in simultaneous unpaid parental leave from one week to eight weeks;

22.5.1.2 An extension of unpaid parental leave from 52 weeks to 104 weeks; and

22.5.1.3 To return to work on a part-time basis until the child reaches school age.

22.6 Fixed-term employment and parental leave

22.6.1 Employees with a fixed-term appointment are not entitled to parental leave extending beyond the date on which their contract expires.

22.7 Maternity Leave

22.7.1 Female employees who have 12 months or more continuous paid service at the nominal commencement date of matemity leave are entitled to:

22.7.1.1 either maternity leave on full pay for the first 14 weeks of their absence;

22.7.1.2 or if requested by the employee, maternity leave at half pay for the first 28 weeks of their absence;

22.7.1.3 and additional maternity leave without pay to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of maternity leave.

22.7.2 To encourage and facilitate employees to return to work, full-time employees who return to work at their substantive employment fraction within the child's first year will also be entitled to up to 9 hours paid leave per week, or alternative arrangements for equivalent amounts of time (as approved by the Head of Work Unit) on a fortnightly basis, to be taken up until the child's first birthday.

22.7.3 Part-time employees who return to work at their substantive employment fraction within the child's first year will also be entitled to the paid leave provided for in Subclause 22.7.2 on a pro rata basis until the child's first birthday.

22.7.4 The maximum aggregated periods of paid maternity leave in respect of any one confinement will not exceed 26 weeks.

22.7.5 Female employees who have been continuously employed by the University for twelve months at the nominal commencement date but have not been continuously paid during that time are entitled to paid maternity leave on a pro-rata basis.

22.7.6 Part-time employees who are eligible for paid maternity leave will be entitled to payment for that leave on a pro-rata basis.

22.7.7 Where a full-time employee has worked part-time, or a part-time employee's hours of work have been varied in the 12 month period immediately prior to the nominal commencement date, payment for the paid portion of the maternity leave will be based on the average appointment fraction during the preceding twelve months.

22.7.8 Employees who wish to proceed on a second or subsequent period of maternity leave who have at least 12 months continuous paid service immediately prior to the nominal commencement date are eligible for further paid maternity leave in accordance with Subclause 22.7.1. Employees with less than 12 months continuous service will receive payment on a proportional basis. Payment for the paid portion of the maternity leave will be based on the average appointment fraction during the preceding months since return to work.

22.7.9 Maternity leave normally commences 4 weeks prior to the expected date of confinement. Employees who wish to continue working beyond the 4 weeks prior to the expected date of confinement must provide a supporting medical certificate which indicates their fitness for duty. The University will consider requests from employees to commence maternity leave up to 20 weeks prior to the expected date of confinement.

22.7.10 The maximum period of maternity leave available is reduced by any periods of paid absence from work taken in lieu or in conjunction with a period of maternity leave.

22.7.11 Employees may not return to work earlier than six weeks after the date of birth of their child unless a medical certificate confirming their fitness for duty is provided.

22.7.12 An employee whose child is stillborn is entitled to maternity leave for up to 4 weeks following the date of birth. In cases where the employee wishes to return to work sooner than four weeks following the birth, a medical certificate confirming her fitness to return to work is required.

22.8 Spouse leave

22.8.1 An employee whose spouse has given birth to a child or adopted a child is entitled to one week's paid leave to be taken during the period two weeks prior to and three months after the expected date of birth or the expected date of placement of the child.

22.8.2 Additional spouse leave without pay is available to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of spouse leave.

22.8.3 Paid spouse leave will be based on the rate of pay at the time of proceeding on leave.

22.8.4 The maximum period of leave is reduced by any periods of paid absence from work taken in lieu or in conjunction with spouse leave.

22.8.5 For the purposes of this Clause 'spouse' means: spouse, de facto spouse or same sex partner.

22.9 Adoption Leave

22.9.1 Employees who are adopting a child aged five years or younger, and have 12 months or more continuous paid service at the nominal commencement date of adoption leave are entitled to:

22.9.1.1 adoption leave on full pay for the first 10 weeks of their absence; or

22.9.1.2 if requested by the employee, adoption leave at half pay for the first 20 weeks of their absence; and

22.9.1.3 additional adoption leave without pay to bring the aggregate period of leave up to a maximum of 12 months from the date of commencement of adoption leave.

22.9.2 Full-time employees who return to work at their substantive employment fraction within the first year will also be entitled to one day's leave per week to be taken up until the expiry of twelve months from the date of commencement of the adoption.

22.9.3 Part-time employees who return to work at their substantive employment fraction within the child's first year will also be entitled to the paid leave provided for in Subclause 22.9.2 on a pro-rata basis until the expiry of twelve months from the date of commencement of the adoption.

22.9.4 Employees who have been continuously employed by the University for twelve months at the nominal commencement date but have not been continuously paid during that time are entitled to paid adoption leave on a pro-rata basis.

22.9.5 Where a full-time employee has worked part-time, or a part-time employee's hours of work have been varied in the 12 month period immediately prior to the nominal commencement date, payment for the paid portion of the adoption leave will be based on the average appointment fraction during the preceding 12 months.

22.9.6 Employees who wish to proceed on a second or subsequent period of adoption leave who have at least 10 weeks continuous paid service immediately prior to the nominal commencement date are eligible for further paid adoption leave in accordance with Subclause 22.9.1. Payment for the paid portion of the adoption leave will be based on the average appointment fraction during the preceding ten weeks.

22.9.7 Adoption leave commences on the notified date of placement of the child.

22.9.8 The maximum period of adoption leave available is reduced by any periods of paid absence from work taken in lieu of, or in conjunction with, a period of adoption leave.

23. MILITARY LEAVE

23.1 Employees who serve on a part-time basis in the Australian Defence Forces Reserves will be granted leave for obligatory training.

23.2 Applications for military leave must 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 Human Resource Services on return to normal duties.

24. PERSONAL LEAVE

24.1 Employees are eligible for paid personal leave of up to a maximum of 6 days per calendar year with normally no more than 3 days per single event. Personal leave may be granted in the following circumstances:

24.1.1 bereavement due to the death of a family member
24.1.2 attend an employee's own graduation ceremony
24.1.3 attend NAIDOC celebrations
24.1.4 attend citizenship ceremonies
24.1.5 attend religious and other ceremonial events
24.1.6 other special personal circumstances as approved.

24.2 The University will consider requests for additional leave in exceptional circumstances of family bereavements.

24.3 Personal leave is not cumulative.

24.4 Personal leave will not be granted when an employee is absent on another period of approved leave.

24.5 For the purposes of this Clause, family member refers to a member of the employee's immediate family as defined in Subclause 19.6.

25. JURY SERVICE LEAVE

25.1 Employees are eligible for leave with pay to cover the time required for jury service. Employees are required to produce the certificate of attendance for jury service provided by the Sheriff's Office and leave will be approved in accordance with the attendance details specified on this advice.

25.2 Employees are entitled to receive full pay for the period of absence but are required to pay the University any attendance fees received for the jury service. Employees are entitled to retain any monies received from the Sheriff's Office relating to meal and travelling expenses.

25.3 An employee who is required for jury service during a period of approved leave is entitled to retain all monies received from the Sheriff's Office but will not receive a re-credit of leave.

26. EMPLOYEES AS WITNESSES

26.1 If an employee is subpoenaed, summonsed or called as a witness on behalf of the University, or is a witness in proceedings relating to a University industrial matter, they will be regarded as being on duty and will not lose salary or leave entitlements. In such cases the employee will not receive any witness fees for the period they are required as a witness.

26.2 Where employees are subpoenaed, summonsed or called as a witness on behalf of a party other than the University, or in an industrial matter unrelated to the University, the period of absence will be treated as leave without pay or, if the employee elects, as annual leave, and any witness fees or expenses conceded by the Court may be retained by the employee.

27. ANNUAL LEAVE

27.1 Employees, other than general staff seven day continuous shift workers, are eligible for four weeks annual leave after the completion of each 12 months of service. Seven day continuous shift workers are eligible for five weeks annual leave after the completion of each 12 months of service.

27.2 Annual leave may be granted before or after the completion of each twelve months service in broken periods by agreement between the Supervisor and the employee, provided that the period of annual leave granted will not exceed the proportion of the year's annual leave that the employee has accrued at the date of the end of the annual leave.

27.3 Where part-time general staff are required to work additional hours on an ad-hoc basis, a loading of one twelfth in lieu of paid annual leave that would normally accrue for those additional hours will be paid.

27.4 Maximum accrual of annual leave

27.4.1 If employees have not taken the full amount of annual leave accrued each year, the University may allow annual leave to accumulate up to a maximum of 8 weeks entitlement.
27.4.2 Annual leave accruing in excess of 8 weeks will be forfeited. However, before this occurs, the employee will be advised in writing that annual leave will be forfeited unless they commence taking annual leave within one month of the date of written advice, or an alternative arrangement for the taking of the annual leave accrued is approved by the Cost Centre Head. Employees must be given an opportunity to take the annual leave.

27.5 Illness during annual leave

27.5.1 Where an employee, who is eligible for sick leave, produces a satisfactory medical certificate confirming that they were incapacitated for a period of one working week or more whilst on annual leave, the University will re-credit the employee with an equivalent period of annual leave providing the employee applies for sick leave within one week of becoming ill.

27.5.2 No such re-credit will be granted to a member of staff on annual leave immediately prior to retirement, resignation or termination of service.

27.6 Payment in lieu of annual leave

27.6.1 Employees are entitled to receive payment in lieu of annual leave on resignation, retirement or termination up to the maximum allowable accrual in accordance with Subclause 27.4.1.

28. LEAVE LOADING

28.1 The leave loading payment will be based upon 17.5% of four weeks ordinary salary, except that the loading payment for 7 day continuous shift workers will be based upon 17.5% of 5 weeks ordinary salary. The loading will be paid as a lump sum payment on the first payday in December each year. However, where an employee is in receipt of an annualised allowance in lieu of shift penalties they will continue to be paid that allowance during any periods of annual leave instead of receiving the standard leave loading entitlement as a lump sum payment in December where the allowance for the leave period is equal to or greater than the leave loading payment.

28.2 Where an employee's employment is terminated for any reason other than misconduct, the employee will be entitled to a pro-rata leave loading payment for completed continuous service (assessed on calendar days) in that year.

28.3 The maximum payment for general staff annual leave loading is based on the maximum salary for a Higher Education Worker Level 10. The maximum payment for academic staff annual leave loading is based on the maximum salary for an academic Level B Year 6.

28.4 Where an employee's entitlement to annual leave loading, based on 17.5% of four weeks' salary, is less than the maximum payment as calculated in subclause 28.3, the lesser amount is payable.

28.5 Entitlement to annual leave loading is assessed on the basis of leave accrued during the twelve month period between 1 January and 31 December each year.

28.6 Where an employee has served less than a full twelve months, a pro-rata entitlement for the period of completed service (assessed on calendar days) is payable based on the employee's salary or maximum payment as appropriate.

28.7 As an alternative to receiving payment of annual leave loading, a full-time employee may elect to receive three and one half days' additional annual leave. The three and one half days are non-cumulative and must be taken prior to the end of the year in which they are received in accordance with normal leave provisions. Part-time employees will receive leave under this Clause on a pro-rata basis.

28.7.1 In return for receiving the additional leave, employees will forfeit their entitlement to the payment of annual leave loading, or annualised allowance in lieu of shift penalties as the case may be, in that year and leave loading payments or shift penalties will cease.

28.7.2 Employees wishing to take up the option of additional leave in lieu of annual leave loading must submit a written application to the Cost Centre Head in January or February of the year in which the option is to occur specifying the dates on which the leave is to be taken.

29. PUBLIC HOLIDAYS

29.1 Employees, other than casual employees, who are not required for duty, will be entitled to observe the following days as holidays without loss of pay:

29.1.1 New Years Day
29.1.2 Australia Day
29.1.3 Good Friday
29.1.4 Easter Monday
29.1.5 Anzac Day
29.1.6 Queen's Birthday
29.1.7 August Bank holiday (to be taken the first working day after Boxing Day)
29.1.8 Labour Day
29.1.9 Christmas Day

29.1.10 Boxing Day
29.1.11 Any other holiday proclaimed at the discretion of the University
29.1.12 and all other geographically relevant proclaimed public holidays.

29.2 During the term of this Agreement, alternative arrangements in lieu of proclaimed holidays may be implemented following consultation including the provisions of Subclause 33.3.

29.3 Further General staff specific provisions are at Clause 45.

PART 7: MANAGEMENT FOR PERFORMANCE

30. PROBATION

30.1 The University may require an employee who is offered an appointment with the University to serve a probation period. The University will, in determining the length of the probation period or whether to waive such a period, have regard to the nature of the duties to be undertaken, the employee's prior service and performance at the University or at other institutions, and the employee's qualifications and experience.

30.2 A probationary employee will be provided with a clear statement of duties, and will be provided with regular supervision to confirm progress or identify difficulties and develop strategies for their resolution.

30.3 The length and terms of a probationary period will be notified to the employee in advance of their employment with the University.

30.4 New appointees (except casual employees) will normally serve a maximum probationary period as follows:

Classification	Maximum Probationary Period	Probationary Reviews
General Staff	six months - with a possible extension of up to 12 months	Will normally be conducted on or before the 8th week and 24th week.
Academic Staff	up to three years	Will normally be conducted on or before the 12th, 24th and 33rd month.

Where probationary periods are less than the maximum period, probationary reviews will normally be conducted at appropriate intervals prior to the end of the probationary period.

30.5 Where a decision is made not to confirm an employee's appointment during a period of probation, the recommendation will be referred to the Vice-Chancellor who may terminate the employment. Probationary employees will be entitled to notice periods as specified in Clause 49.

30.6 Prior to taking a decision to terminate employment under Subclause 30.5, the Vice Chancellor will invite the employee to comment on any procedural matters associated with the recommendation not to confirm the employee's appointment.

31. PERFORMANCE MANAGEMENT, DEVELOPMENT AND REVIEW

31.1 The University is committed to improving its existing performance management processes. This will be achieved through annually reviewing the Policy on Performance Management Development and Review, and implementing enhancements that facilitate more effective performance management.

31.2 Performance management and evaluation of staff performance may be undertaken for, but need not be limited to, the following purposes:

31.2.1 to promote individual staff development and career planning strategies;
31.2.2 to reward staff for excellence in performance which contributes positively to objectives specified in approved University plans;
31.2.3 to improve poor performance;
31.2.4 to formulate and implement improvement strategies in cases where the performance of employees is below that expected from the classification level descriptions in terms of quality or extent of performance;

31.2.5 to ensure fairness and due process as well as effective outcomes when dealing with demonstrated unsatisfactory performance which may lead to sanction;

31.2.6 to facilitate the identification of development and education needs to assist employees to take responsibility for career development.

31.3 Each employee will have a formal supervisor nominated by the relevant Cost Centre Head. The Supervisor will be the Head of the appropriate organisational unit, provided that for academic staff the Cost Centre Head may delegate another staff member classified at Level C or above to be the supervisor of one or more staff members. In matters relating to staff development, should an employee so desire, the supervisor and the employee may agree to consult with a third party with relevant expertise nominated by the employee or the supervisor. Where agreement cannot be reached, the matter will be referred to the Cost Centre Head for final decision.

32. MANAGING UNSATISFACTORY PERFORMANCE

32.1 Application

32.1.1 Termination of employment on the grounds of unsatisfactory performance may only be in accordance with the provisions of this Clause. This Clause does not apply to casual staff.

32.1.2 Line Supervisors (including Heads of Academic Units) have a responsibility to discuss work performance with employees under their administration, to ensure employees have a clear understanding of the work expected of them and to provide them with guidance and feedback in relation to their performance, and as appropriate, staff development. Disciplinary action will normally be initiated as a last resort.

32.1.3 Formal procedures for dealing with unsatisfactory performance issues do not replace a supervisor's responsibility outlined in 32.1.2. However, when there is evidence that the work performance has not been remedied through normal supervisor-employee discussions, the formal procedures of this Clause should be utilised.

32.1.4 The Vice-Chancellor must follow the procedures of this Clause before taking disciplinary action against an employee for unsatisfactory performance. However, where a matter that may involve unsatisfactory performance has been dealt with under the provisions for probation in Clause 30, or as though it were a case of misconduct or serious misconduct under Clause 37, the procedures of this Clause are not required.

32.2 Definition

32.2.1 **'Disciplinary action'** means action by the Vice-Chancellor to discipline an employee for unsatisfactory performance in accordance with the provisions of this Agreement and may include one or more of the following:

32.2.1.1 formal censure;
32.2.1.2 counselling;
32.2.1.3 demotion by one or more classification levels or increments;
32.2.1.4 withholding of an increment;
32.2.1.5 suspension with or without pay;
32.2.1.6 where an employment variation is in place, reversion to substantive appointment;
32.2.1.7 redeployment; and
32.2.1.8 termination of employment.

32.2.2 **Procedural Review Panel (PRP)** means a panel consisting of three members chosen as follows:

32.2.2.1 a Chairperson, who may be from the list of Chairpersons;
32.2.2.2 one of the staff members elected by all staff to serve on the SCG; and
32.2.2.3 a person who is a staff member of the University chosen by the Vice-Chancellor.

32.3 Procedures

32.3.1 Where a supervisor forms a view that the performance of an employee is unsatisfactory, the supervisor will:

32.3.1.1 inform the employee that action is being taken in accordance with this Clause;
32.3.1.2 advise the employee on the nature of the improvement required and the time within which reasonable improvement is expected; and
32.3.1.3 make a record of the advice given and provide a copy to the employee.

32.3.2 An employee may choose to be accompanied by another University employee of their choice at any meeting convened in accordance with this Clause.

32.3.3 Where a supervisor believes that the processes referred to in 32.3.1 have not produced the desired improvements in performance, the supervisor will make a report to the Cost Centre Head and, at the same

time, provide a copy to the employee, who may choose to make a response to the Cost Centre Head within 5 working days of receipt of the report. The Cost Centre Head will review the report and any response provided by the employee and may decide, within 10 working days, to refer the report to the Vice-Chancellor. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the problem/s.

32.3.4 The Cost Centre Head will provide the employee with a copy of the report at the time it is referred to the Vice-Chancellor. The employee may, within ten working days of receipt of the report by the Vice-Chancellor, submit to the Vice-Chancellor a written response to the report, which may include comment on any procedural matter. The report will be deemed to have been received two working days after it is posted, delivered by hand to the employee's place of work or last known home address, or sent by facsimile to the employee's last known facsimile number.

32.3.5 Upon receipt of the report and any written response from the employee, the Vice-Chancellor will first be satisfied that:

32.3.5.1 appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention;

32.3.5.2 an adequate opportunity to respond was given;

32.3.5.3 any response was taken into account;

32.3.5.4 a reasonable opportunity has been afforded to remedy the performance problem; and

32.3.5.5 that there has been appropriate consultation with the employee's colleagues.

32.3.6 The Vice-Chancellor may then decide to:

32.3.6.1 take no further action;

32.3.6.2 refer the matter back to the supervisor via the Cost Centre Head to ensure that the steps referred to in Subclause 32.3.5 are complied with in a manner appropriate to the circumstances; or

32.3.6.3 take disciplinary action, as defined in Subclause 32.2.1, except that where termination of employment is being considered, the Vice-Chancellor will refer the matter for procedural review to the PRP before any final decision.

32.4 Where a matter is referred for procedural review by the Vice-Chancellor, the procedural review will commence within ten working days where practicable.

32.5 The terms of reference for the PRP will be to report on whether the procedures set out in Subclause 32.3 were followed.

32.6 The PRP will conduct its review of procedures as expeditiously as possible and provide a report to the Vice-Chancellor and the employee, normally within five working days of commencement of the review.

32.7 When the Vice-Chancellor has received the report of the PRP, the Vice-chancellor will make a final decision.

32.8 The Vice-Chancellor will advise the employee in writing of the decision.

32.9 The actions of the Vice-Chancellor under this Clause will be final and not subject to further appeal or challenge under this Agreement or University procedures. However, this Clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

32.10 Nothing in this Clause prevents the Vice-Chancellor or Cost Centre Head referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

PART 8: FACILITATION OF CHANGE

33. FACILITATION OF CHANGE

33.1 Whilst change is a normal part of the modern University workplace, from time to time the University may decide to implement change that may have a significant effect on its employees. Such significant change may involve outcomes of the same level of consequence as termination of employment; changes to the composition or size of the workforce; alterations to formal agreements about hours of work; and outsourcing of services.

33.2 If a significant organisational change is being considered through the delegated decision-making procedures and bodies of the University, the management of the University will consult with the relevant employees who will be affected by the change and, if requested by affected employees, either their employee representative or their union.

33.3 Regular opportunities to consider proposed significant workplace changes with senior management will be provided through the Joint Consultative Forum (JCF). The JCF will be advisory to the Vice-Chancellor. Membership of the Forum will normally comprise four representatives from management, a Chair nominated by the Vice-Chancellor, and the Staff Consultative Group (SCG), which will be made up of:

33.3.1 One member of academic staff elected by and from the staff of the University;
33.3.2 One member of general staff elected by and from the staff of the University;
33.3.3 One staff member nominated by the SCU branch President of the NTEU; and
33.3.4 One staff member nominated by the SCU branch President of the CPSU.

33.4 The Forum will meet at two monthly intervals, but should significant issues arise between the scheduled meetings of the Forum, further meetings may be arranged. Agenda items are normally to be submitted to the Forum Secretary at least seven days prior to a meeting.

33.5 Should a significant issue arise between the scheduled forum meetings which affects only academic staff or only general staff, a relevant employee or, where the employee chooses, their employee representative from within the University may raise the matter directly with the Vice-Chancellor or the Forum Chair, either of whom may require a core Forum group, consisting of the Chair, two members from management and two relevant employees or at their request, employee representatives, to meet to consult on the specific issue and, if appropriate, to advise the Vice-Chancellor.

33.6 The Director of Human Resources or nominee will act as Secretary to Forum meetings, and minutes of scheduled Forum meetings and appropriate advice will be submitted to the Vice-Chancellor.

33.7 Observers who are members of staff may attend meetings of the JCF. Such observers may be invited by the Chair to speak.

33.8 Persons external to the University may be invited to attend and/or participate with the agreement of the Chair.

PART 9: LABOUR FLEXIBILITY, EMPLOYMENT SECURITY AND REDUNDANCY

34. LABOUR FLEXIBILITY

34.1 The University agrees that it will inform employees, and at the request of an affected employee the SCG, and where the employee chooses, either their employee representative or relevant union, regarding any proposed substantial organisational change that will affect the staffing profile of the institution, including any proposed contracting out of work.

34.2 The parties to this Agreement recognise the University's need to use contract labour for the implementation of specialised services or events, which may be typified by the following:

34.2.1 where there is a need for specialised equipment or specialised services, such as the installation of computer and communications equipment, building and plant maintenance projects, and occasional special events;
34.2.2 where the skills are not possessed by the University's employees, and cannot be readily developed or funded;
34.2.3 where there is a requirement to meet peak or above normal demands which cannot reasonably be met through internal staff deployment;
34.2.4 demonstrable cost efficiencies.

34.3 Where contracting out of work affects the staffing profile of the institution, the University will consider alternatives and document the relative advantages and cost benefits.

34.4 The University will promote the training and skills development of staff where the continuing need for specialist contract labour could be more cost effectively met through internal staff deployment.

35. EMPLOYMENT SECURITY

35.1 The parties to this Agreement are committed to the success and prosperity of Southern Cross University. The parties to this Agreement are committed to averting or minimising redundancies; however, should circumstances warrant a reduction to the staffing profile, the following process and procedure will be applied:

35.1.1 staffing levels may be reduced through natural attrition;
35.1.2 if natural attrition within an organisational unit or cost centre is not sufficient to avert redundancies, then the University will consider redeployment and retraining;

35.1.3 the University may offer a voluntary redundancy to any employee or category of employees, and/or call for expressions of interest therein.

35.2 Subject to the operational requirements of the University and the commitment of the parties to the Agreement set out in 35.1, the University may implement forced redundancies as required and in accordance with Clause 36.

35.3 As soon as practicable after a decision has been taken to implement a reduction in the staffing profile, the University will give employees, and where employees request, the SCG, and where the employee chooses, either their employee representative or relevant union, an opportunity to consult on:

35.3.1 measures to avert or minimise the termination; and/or
35.3.2 measures to mitigate the adverse effect of the termination.

36. REDUNDANCY

36.1 Definition and application

36.1.1 In this Clause **redundancy** is defined as a situation where an employee is identified as surplus to the needs of the University as a result of the termination of the function formerly performed by the employee, as a consequence of economic, technological or structural change, such as:

36.1.1.1 financial exigency within an organisational unit or cost centre;
36.1.1.2 a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
36.1.1.3 a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses or to cease support of a research area on any campus;
36.1.1.4 changes in work methods arising from the introduction of technological development;
36.1.1.5 a decrease in student demand or enrolments impacting upon workloads;
36.1.1.6 restructuring and/or the rationalisation of organisational entities and operations, including outsourcing;
36.1.1.7 legislative change.

36.1.2 The terms of this redundancy clause will not apply to:

36.1.2.1 casual employees;
36.1.2.2 apprentices;
36.1.2.3 fixed term employees.

36.2 Notice of termination and redeployment

36.2.1 Prior to the implementation of a decision relating to redundancy, the Vice-Chancellor will consider whether:

36.2.1.1 a genuine decision was taken by the University;
36.2.1.2 fair and objective criteria were used; and
36.2.1.3 genuine and adequate consultation was entered into and adequate consideration was given to measures to avert or mitigate the adverse effects of the termination.

36.2.2 An employee whose position has been made redundant, will be notified by the University in writing that their employment with the University will be terminated at the expiration of eight weeks, such notification will state the reason(s) for termination and provide a copy of the Vice-Chancellor's consideration under Subclause 36.2.1. The eight weeks notice of termination will hereinafter be referred to as the "redeployment" period and includes any award or statutory entitlement to notice of termination.

36.2.3 The redeployment period of eight weeks will commence from the date of such notification, provided that an employee may extend the redeployment period for an additional period of up to 12 weeks, such that the maximum period of redeployment will be twenty weeks.

36.2.4 The University will, as part of the notice of termination or as an attachment thereto, provide the employee with the following information:

36.2.4.1 an estimate of the entitlements as to long service leave, annual leave, and leave loading in the event that the employee is made redundant under this Clause;
36.2.4.2 an estimate of the redundancy or severance payment entitlements that the employee would be entitled to in accordance with this redundancy agreement, if redeployment is not feasible;
36.2.4.3 advice as to the process and likelihood of redeployment and the conditions attached thereto; and

36.2.4.4 a copy of this redundancy Clause.

36.2.5 The University may formally offer to redeploy an employee into any reasonable position or location, during or at the end of the agreed period of redeployment.

36.2.5.1 Where an employee declines an offer of redeployment at the same or lower substantive level, the employee will be terminated as if they had been made involuntarily redundant in accordance with the Clause.

36.2.5.2 Where an employee accepts an offer of redeployment at a lower substantive level, the employee's salary will be maintained at the higher level for a period of six months from the date of redeployment, before reverting to the lower level.

36.2.5.3 Where an employee accepts an offer of redeployment no redundancy or severance benefits will be paid.

36.2.5.4 The University may withdraw an offer of redeployment where an employee has failed to provide written notice of acceptance within two weeks of receipt of the offer of redeployment.

36.3 Redundancy entitlements and calculation

36.3.1 Where during the initial eight weeks redeployment period an employee opts to take immediate early separation, the following redundancy payments will apply:

36.3.1.1 a redundancy payment equivalent to twenty weeks salary; plus

36.3.1.2 a further redundancy payment, calculated to the nearest completed month, of 3 weeks salary for each year of the first 10 years continuous service and two weeks salary for each year of continuous service with the University, beyond 10 years; plus

36.3.1.3 where an employee has reached the age of 45 and has continuous service in excess of one year, an additional redundancy payment of four weeks.

36.3.1.4 The maximum redundancy payment to an employee with less than 12 months service as at the date of termination will be 20 weeks.

36.3.1.5 Monetary equivalent of the unexpired portion of the 8 weeks notice period as detailed in Subclause 36.2.2.

36.3.2 Where at the expiry of the redeployment period the University determines that the redeployment of an employee is not feasible, and their employment is accordingly terminated, the following redundancy payments will apply:

36.3.2.1 a redundancy payment equivalent to 12 weeks salary; plus

36.3.2.2 a further redundancy payment, calculated to the nearest completed month, of 3 weeks salary for each year of the first 10 years continuous service and two weeks salary for each year of continuous service with the University, beyond 10 years; plus

36.3.2.3 where an employee has reached the age of 45 and has continuous service in excess of one year, an additional redundancy payment of four weeks.

36.2.3.4 The maximum redundancy payment to an employee with less than 12 months service as at the date of termination will be 20 weeks.

36.3.3 The total redundancy payments calculated in accordance with Subclauses 36.3.1 and 36.3.2 will not exceed the equivalent of 68 weeks salary, exclusive of the notice period as detailed in Subclause 36.2.2.

36.3.3.1 The employee will also be entitled to the payment of the following:

36.3.3.1(a) unpaid long service leave entitlements at the date of termination; and

36.3.3.1(b) the payment of accrued pro-rata annual leave and pro-rata leave loading at the date of termination.

36.3.4 In the calculation of redundancy and severance payments, the employee's ordinary rate of pay will be used, and any additional allowances over and above the employee's ordinary rate of pay will not apply.

36.3.5 Where an employee has accepted a temporary variation to their substantive appointment whilst retaining a right to return to the terms of the substantive appointment, then the salary level to be used in the calculation of any redundancy will be that applicable to the substantive appointment.

36.4 Time off during redeployment period

36.4.1 An employee will be entitled to time off without loss of pay during the notice period for the purposes of attending to financial affairs, job interviews or other job search activities as follows:

36.4.1.1 one day per week;

36.4.1.2 on the provision of documentary evidence as to the attendance at job interviews or other job search activities requiring absence in excess of one day in a given week, the number of days considered reasonable by that employee's supervisor in accordance with the circumstances.

PART 10: DISCIPLINARY PROCEDURES

37. DISCIPLINARY ACTION FOR MISCONDUCT

37.1 Application

This Subclause does not apply to casual staff.

37.1.1 Line Supervisors (including Heads of Academic Units) have a responsibility to discuss work conduct with employees under their administration, and to ensure employees have a clear understanding of the conduct expected of them. Disciplinary action should normally be initiated as a last resort.

37.1.2 Formal procedures for dealing with misconduct or serious misconduct do not replace a supervisor's responsibility outlined in 37.1.1. However, when there is evidence that a conduct problem has not been remedied through normal supervisor-employee discussions, the formal procedures of this Clause should be utilised.

37.1.3 The University's Code of Conduct contains approved appropriate standards of conduct in relation to a range of general matters affecting the University as a corporate entity.

37.2 Definitions

37.2.1 **Misconduct'** includes, but is not limited to, behaviour that is unsatisfactory.

37.2.2 **'Serious misconduct'** includes, but is not limited to:

37.2.2.1 serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;

37.2.2.2 conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the staff member of their functions or duties, or to the staff member's colleagues carrying out their functions or duties; and

37.2.2.3 serious dereliction of duties.

37.2.2.4 Examples of "serious misconduct" in the course of employment include: theft; fraud; misappropriation of funds; assault; serious harassment (including sexual harassment); a serious breach of the University's policies or regulations; or repeated actions of misconduct.

37.2.3 **'Disciplinary action'** means any action by the Vice-Chancellor to discipline an employee for misconduct or serious misconduct and may include one or more of the following, except that in cases involving misconduct, disciplinary action will not constitute termination of employment:

37.2.3.1 formal censure;

37.2.3.2 counselling;

37.2.3.3 demotion by one or more classification levels or increments;

37.2.3.4 withholding of an increment;

37.2.3.5 suspension with or without pay;

37.2.3.6 termination of employment; and

37.2.3.7 any other appropriate action as recommended by the Misconduct Investigation Committee.

37.3 Procedures

37.3.1 The Vice-Chancellor must follow the procedures of this Clause before taking disciplinary action against an employee for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 32 the procedures of this Clause are not required.

37.3.2 The Vice-Chancellor will consider any allegation/s of misconduct and/or serious misconduct. If the Vice-Chancellor believes the allegation/s warrant further investigation, then the Vice-Chancellor will:

37.3.2.1 notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation/s, and to properly consider and respond to them; and

37.3.2.2 require the employee to submit a written response within ten working days.

37.3.3 If the employee denies, in part or full, the allegation/s, the Vice-Chancellor will:

37.3.3.1 refer the matter to a Misconduct Investigation Committee; or

37.3.3.2 counsel and/or censure the employee for unsatisfactory behaviour and take no other action; or

37.3.3.3 take no further action.

37.3.4 If the employee fails to submit any written response to the allegations, the Vice-Chancellor will:

37.3.4.1 refer the matter to a Misconduct Investigation Committee; or

37.3.4.2 counsel and/or censure the employee for unsatisfactory behaviour and take no other action; or

37.3.4.3 take no further action; or

37.3.4.4 take appropriate disciplinary action if the Vice-Chancellor is persuaded by the weight of evidence provided that the employee is guilty of serious misconduct for taking the actions described in the allegation. In such a case the Vice-Chancellor's decision is final, except that nothing in this Clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this Clause, would be competent to deal with the matter.

37.3.5 If the employee admits in full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, then the Vice-Chancellor may take disciplinary action, subject to following the procedure described in Subclause 37.3.6.

37.3.6 Except in cases of termination of employment, the Vice-Chancellor will, before deciding to take disciplinary action:

37.3.6.1 invite the employee to advise within five working days, in writing, any matters that they may wish the Vice-Chancellor to take into account at the time a decision as to disciplinary action is considered;

37.3.6.2 have regard to any such matters brought to attention by the employee when deciding whether any disciplinary action should be taken.

37.3.7 Once the decision is taken, the Vice-Chancellor will advise the employee of that decision and of the operative date of any disciplinary action to be taken.

37.3.8 Where the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct and decides to take no further action under Subclause 37.3.3 or Subclause 37.3.4, the Vice-Chancellor will advise the employee in writing and may, by agreement with the staff member, publish the advice in an appropriate manner.

37.4 Establishment and Terms of Reference of Misconduct Investigation Committee

37.4.1 The terms of reference of the Committee are to fairly and objectively report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

37.4.2 Where a matter is referred to a Misconduct Investigation Committee the Vice-Chancellor will convene the Committee within 20 working days where practicable.

37.4.3 The Committee will consist of three members, chosen as follows:

37.4.3.1 a Chairperson appointed by the Vice-Chancellor from the list of Chairpersons;

37.4.3.2 one of the staff members elected by all staff to serve on the SCG; and

37.4.3.3 a person who is a staff member of the University chosen by the Vice-Chancellor.

37.5 Procedures of the Committee

37.5.1 The Committee will conduct its proceedings as a Committee of Inquiry and will:

37.5.1.1 meet in camera, unless the employee and the Vice-Chancellor agree otherwise;

37.5.1.2 allow the employee and the Vice-Chancellor each to be assisted or represented by a person of their choice who is not currently a practicing solicitor or barrister;

37.5.1.3 provide an opportunity for the employee to be interviewed by it and ensure that they have adequate opportunity to answer allegations of misconduct or serious misconduct and put their case;

37.5.1.4 interview any person it thinks fit to establish the merits or facts of the particular case;

37.5.1.5 provide an opportunity for the employee (or the person selected by the employee under Subclause 37.5.1.2) and the Vice-Chancellor (or the Vice-Chancellor's representative) to be present during the conduct of interviews;

37.5.1.6 ensure that the employee (or the person selected by the employee under Subclause 37.5.1.2) and the Vice-Chancellor (or the Vice-Chancellor's representative) have the right and opportunity to ask questions of interviewees, and to make submissions. They also will have the right to present and challenge evidence;

37.5.1.7 conduct proceedings as expeditiously as possible consistent with the need for fairness, but must complete its proceedings within 20 working days of having been convened;

37.5.1.8 take into account other material it believes appropriate to the case; and

37.5.1.9 keep an audio tape recording of the proceedings (but not its own deliberations), which will be available to either the Vice-Chancellor or the employee on request.

37.5.2 The Committee will provide a report to the Vice-Chancellor and the employee within ten working days following the conclusion of its proceedings.

37.5.3 In circumstances where the employee is unable to attend, the Committee may either proceed or elect to reconvene.

37.5.4 On receipt of the report of the Committee, and having considered all its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor may take disciplinary action.

37.5.5 If, having considered the Committee's findings on the facts, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct the Vice-Chancellor will advise the employee in writing. The Vice-Chancellor may, by agreement with the employee, publish the advice in an appropriate manner.

37.6 Suspension

37.6.1 The Vice-Chancellor may suspend an employee with pay, or without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind envisaged in section 170CM(1)(c) of the Workplace Relations Act 1996 so that it would be unreasonable to continue the staff member's attendance at work pending further investigation.

37.6.2 Any such suspension will be subject to the following conditions:

37.6.2.1 where suspension without pay occurs at a time when the employee is on paid leave of absence, the staff member may continue to receive a salary for the period of leave of absence at the Vice-Chancellor's discretion;

37.6.2.2 the employee may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;

37.6.2.3 the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship; and

37.6.2.4 where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue.

37.6.3 During any period of suspension the employee may be excluded from the University; however, they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

37.6.4 Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any pay withheld will be reimbursed if it is determined that there was no misconduct or serious misconduct. This reimbursement will include the University making the appropriate payment to the relevant superannuation scheme.

37.6.5 A decision taken by the Vice-Chancellor not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

37.7 Other Matters

37.7.1 This Clause in no way constrains the University from carrying out other or further 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.

37.7.2 The action of the Vice-Chancellor under this Clause will be final and not subject to further appeal or challenge. However, this Clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

PART 11: ACADEMIC STAFF SPECIFIC MATTERS

38. POSITION CLASSIFICATION STANDARDS

38.1 It is proposed that there will be two categories of academic classification:

38.1.1 Teaching and Research;
38.1.2 Research.

38.2 The SCU Minimum Standards for Academic Levels at Appendix E, set down the levels within each category and describe the broad responsibilities attached to academic staff at different levels within the Teaching and Research category for the life of this Agreement. The standards are not exhaustive of all tasks in academic work, which is, by its nature, diverse and multi-skilled and involves an overlap of duties between levels.

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39. CASUAL ACADEMIC RATES AND DEFINITIONS

39.1 Each of the rates A to S below will be derived using the following formulae:

- Lecturing rate and higher marking rate
  Academic $\frac{\text{Level B Step 2 per annum rate}}{37.5 \times 52}$ + 23% = $hourly rate
- Other duties involving full subject coordination or possession of a relevant doctoral qualification
  Academic $\frac{\text{Level A Step 6 per annum rate}}{37.5 \times 52}$ + 23% = $hourly rate
- All other duties
  Academic $\frac{\text{Level A Step 2 per annum rate}}{37.5 \times 52}$ + 23% = $hourly rate

39.2 Casual lecturing

39.2.1 A casual academic employee required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration, and relatedly provide directly associated non-contact duties in the nature of preparation, marking of student work completed during the lecture and student consultation, will be paid at a rate for each hour of lecture delivered according to the rates below. Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

Rate A	Basic Lecture consists of one hour of delivery and two hours of associated working time.
Rate B	Developed Lecture consists of one hour of delivery and three hours of associated working time.
Rate C	Specialised Lecture consists of one hour of delivery and four hours of associated working time.
Rate D	Repeat Lecture consists of one hour of delivery and one hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it.

39.3 Casual tutoring

39.3.1 A casual academic employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking of student work completed during the tutorial/laboratory session and student consultation will be paid at a rate for each hour of tutorial delivered

or presented according to the rates below. Tutorial means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

Rate E — Tutorial (one hour of delivery and two hours of associated working time).

Rate F — Repeat tutorial (one hour of delivery and one hour of associated working time), provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it.

Rate G — Tutorial (one hour of delivery and two hours of associated working time) in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification.

Rate H — Repeat tutorial (one hour of delivery and one hour of associated working time) in circumstances where full subject coordination duties are included as part of normal duties or the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it.

39.4 Music accompanying

39.4.1 Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of 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.

Rate I — Music accompanying (one hour of delivery and one hour of associated working time).

Rate J — Music accompanying (one hour of delivery and one hour of associated working time) in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

39.5 Undergraduate clinical nurse education

39.5.1 A casual academic employee required to provide undergraduate clinical nurse education with directly associated non contact duties in the nature of preparation, marking of student work completed during the clinical education and student consultation will be paid at a rate for each hour of clinical nurse education delivered according to rates below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Rate K — Normal preparation required (one hour of delivery and one hour of associated working time).

Rate L — Little preparation required (one hour of delivery and 0.5 hour of associated working time).

Rate M — Normal preparation required (one hour of delivery and one hour of associated working time) in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

Rate N — Little preparation required (one hour of delivery and 0.5 hour of associated working time) in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

39.6 Casual marking

39.6.1 A casual academic employee required to undertake other marking will be paid at a rate for each hour of marking according to the following table:

Rate O — Marking as a supervising examiner or marking requiring a significant exercise of academic judgement including detailed written feedback to students and may include undergraduate essays.

Rate P Standard Marking.

Rate Q Standard Marking, in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

39.7 Other required academic activities

39.7.1 A casual academic employee required to undertake other academic activities will be paid at a rate for each hour according to the following table:

Rate R Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer and is so performed by the employee, being work in the nature of, but not limited to:

the conduct of practical classes, demonstrations, workshops, student field excursions; the conduct of clinical sessions other than clinical nurse education; the conduct of performance or visual art studio sessions; musical coaching, repertoireship, musical accompanying other than with special educational service; development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination; consultation with students; supervision; and attendance at departmental and/or faculty meetings as required.

Rate S Other required academic activities as for Rate R, in circumstances where full subject coordination duties are required as part of normal duties or the employee holds a relevant doctoral qualification.

39.8 Casual academic employees will be paid within 22 days of submitting a valid pay claim.

40. ACADEMIC DUTIES ALLOCATION

40.1 The parties to this Agreement are committed to an equitable distribution of academic duties appropriate to the level of appointment, the allocation of work through a consultative and transparent process, and the requirement for all parts of the University to contain expenditure within allocated budgets. The parties to this Agreement recognise the value of flexibility in workloads formulation in order to take account of the diversity of disciplines, study courses, research and commercial activities, and the complexities and variances of different delivery modes. The parties to this Agreement acknowledge the changing nature of academic work and remain committed to effective and efficient teaching and learning processes that produce quality outcomes for students.

40.2 The University's Guidelines on the Allocation of Academic Work will guide the formulation of local policies for the allocation and distribution of academic duties, will allow comparative assessments of extent of duties for performance review and will be subject to annual review.

40.3 The Head of each academic organisational unit will develop, in consultation with the academic staff of the unit, a local policy on the allocation and distribution of academic duties which may be adjusted from year to year.

40.4 Local policies for the equitable allocation of academic duties may take into account:

40.4.1 teaching duties;
40.4.2 research student supervision;
40.4.3 administrative duties;
40.4.4 course and subject development and review;
40.4.5 staff development and professional requirements;
40.4.6 the needs of new teaching staff;
40.4.7 participation in mentoring programs;
40.4.8 research and scholarly activities;
40.4.9 the classification level of staff;
40.4.10 delivery mode;
40.4.11 the allocation of proportionate workloads for part-time staff;
40.4.12 location, cross campus responsibilities, and travel requirements; and
40.4.13 factors which may be considered relevant to that academic unit.

40.5 The Head of each academic organisational unit will allocate individual workloads every year in keeping with the local policy, will provide academic staff with the opportunity to be consulted through a collegial process at the local level, and will ensure that an accurate record of both projected and actual extent of duties is circulated to all staff of the unit.

40.6 The Academic Teaching Year

40.6.1 The parties to this Agreement recognise that, in order to remain competitive and successful within the rapidly changing context of higher education provision in global context, the University will need to effect substantial changes to the arrangements for teaching sessions in the academic year.

40.6.2 Consultation on the issues relating to the implementation of alternative teaching sessions for the academic year during the term of this Agreement will include the provision of Subclause 33.3.

40.6.3 Whenever possible, teaching in alternative sessions will be negotiated between the employee and the appropriate Head of academic organisational unit and approved by the Cost Centre Head. Where a staff member agrees to participate in alternative teaching arrangements, the teaching workload for the year or such other period as may be agreed, will not be above the extent of a normal level of teaching duties in that organisational unit compared to staff who are teaching in standard arrangements.

40.6.4 Where an employee agrees to undertake additional teaching duties during alternative teaching sessions which are deemed by the Cost Centre Head, or delegated nominee, to be above the extent of a normal level of total duties for the year or across an appropriate period of time, then such work will attract additional payment(s) at a rate to be negotiated with the Cost Centre Head.

40.7 Academic Availability

40.7.1 The quality of academic programs for students, the efficient working of the University and the success of each academic unit requires participation and work at the University by academic staff consistent with their contract of employment. Arrangements for the availability of academic staff to carry out their duties should be negotiated between the academic staff member and the Head of the relevant academic unit and shall be approved or resolved by the Cost Centre Head.

40.7.2 Students can expect to have reasonable access to academic staff involved in teaching or administering any subject or course in which they are enrolled. To this end, academic staff should be available to students for consultation during teaching, study and examination periods. Student consultation times should be advised to students at the commencement of each semester for each subject and course.

40.7.3 The parties to this Agreement recognise that full-time academic staff are employed on academic duties for 48 weeks of the calendar year and for a nominal 37.5 hours per week unless alternative arrangements have been approved and academic staff will pursue appropriate academic duties consistent with their level of appointment while on duty.

40.7.4 The approval of the relevant delegated university officer must be sought for the taking of any leave, and leave forms and supporting evidence must be submitted in accordance with the relevant leave clauses.

PART 12: GENERAL STAFF SPECIFIC MATTERS

41. CLASSIFICATION STRUCTURE

41.1 Single salary structure

41.1.1 It is agreed that the 10 level, single stream classification structure of Higher Education Worker (HEW) is to be retained.

41.1.2 The objectives of this salary structure are to establish skill levels across the full range of jobs, regardless of whether the positions are administrative, technical, general or professional in nature; to ensure an equitable approach to remuneration for positions requiring comparable skill levels; to create a simplified classification structure; and to provide classification descriptors based on skill levels which will be the primary determinants of the classifications of all general staff. As a result, this salary structure applies, except for apprentices and trainees.

41.2 Classification descriptors and criteria

41.2.1 The single stream classification structure will be based on the D.W.M. Classification Descriptors for general staff for the life of this Agreement. The basis for the allocation of any position or classification covered by this Agreement to a salary level or levels will be on the determination of the appropriate level which accords those Descriptors and the University's General Staff Secondary Classification Descriptors at Appendix F.

41.2.2 The procedures as set out in the SCU General Staff Classification Procedures will apply to all general staff up to and including HEW 10. Within 6 months from the date of certification of this Agreement, the University will conduct a review of classification processes through a consultative process including the provisions of Subclause 33.3.

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42. CASUAL GENERAL STAFF

42.1 The hourly rate of pay for casual employees will be calculated by dividing the weekly salary of the classification level by 35. An all-inclusive 23% casual loading in lieu of benefits not provided to casual employees, including all leave entitlements, public holidays and penalties, will apply.

42.2 Approved work in excess of 10 hours on any day or in excess of 35 in any week Monday to Sunday, will attract overtime rates on the base hourly rate. In respect of such overtime, the employee will receive the greater of either overtime rates or the casual loading, but not both.

42.3 Casual Conversion Process

42.3.1 Following certification of this Agreement, eligible casual employees will be entitled to submit an application for conversion to non-casual employment.

42.3.2 To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or similar and identically classified position in the same work unit either:

42.3.2.1 over the immediately preceding period of 12 months and, in those immediately preceding 12 months, the average weekly hours worked must have equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

42.3.2.2 over the immediately preceding period of at least 24 months.

42.3.3 For the purposes of Subclause 42.3, occasional and short term work performed by the employee in another classification, job or work unit will not:

- affect the employee's eligibility for conversion;
- nor be included in determining whether the employee meets or does not meet the eligibility requirements.

42.3.4 For the purposes of Subclause 42.3 "work unit" refers to an organisational unit with control over the appointment and deployment of casual general staff within that unit.

42.3.5 The University will take reasonable steps from time to time to inform casual employees of the conversion provisions.

42.3.6 The University may refuse an application for conversion on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

42.3.6.1 the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;

42.3.6.2 the employee is a genuine retiree;

42.3.6.3 the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks from the date of application;

42.3.6.4 the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;

42.3.6.5 the employee does not meet the essential requirements of the position; or

42.3.6.6 the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

42.3.7 For the purposes of this Clause employees who work a limited number of weeks each year, even if those weeks are regular (including persons such as exam invigilators and persons employed to assist in enrolment periods) will be seen as working on an intermittent basis.

42.3.8 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.

42.3.9 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with the provisions of this Agreement. The offer of conversion will indicate the hours and pattern of work, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement.

42.3.10 Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement with the employee.

42.3.11 An employee whose application for conversion is rejected will not be entitled to apply again within 12 months, except where:

42.3.11.1 that rejection is solely based on the ground set out in Subclause 42.3.6 above; and

42.3.11.2 that ground ceased to apply.

42.4 An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under Subclause 42.3.

42.5 Minimum Engagement

42.5.1 The minimum period of engagement for a casual employee will be as follows:

42.5.1.1 One hour for students employed Monday to Friday in teaching weeks, and for persons with a primary occupation elsewhere.

42.5.1.2 Three hours for all other casuals, except that a casual employee may request, and the University may agree to, an engagement for less than the minimum three hours.

43. SHIFT PENALTIES AND ALLOWANCES

43.1 The following shift definitions will apply to all employees other than those working flexitime as defined in Subclause 47.3, or variable hours as defined in Subclause 47.5, and the following allowances (shown in brackets) for shift work will be payable in addition to salary:

43.1.1 **day** means the period from midnight to midnight;

43.1.2 **early morning shift** - any shift commencing before 6.00 a.m. (10%);

43.1.3 **afternoon shift** - any shift finishing after 6.00 p.m., and at or before midnight (12.5%);

43.1.4 **night shift** - any shift finishing subsequent to midnight and at or before 8.00 a.m. (15%);

43.1.5 **night shift non-rotating** - any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle (30%);

43.1.6 shifts worked on Saturday (50%), and Sunday (75%).

44. OVERTIME

44.1 There will be no overtime barrier restricting the payment of overtime to particular classifications.

44.2 An employee may be required to perform reasonable overtime, and all such work authorised to be performed outside, or in excess of, the ordinary or rostered span of hours on any one day or in any one week, will be deemed to be overtime and will be paid for at the rate of time and a half for the first two hours on any one day, after which double time will be paid.

44.3 Wherever practicable, employees will be given 48 hours' notice of the requirement to work overtime.

44.4 All overtime worked on Sundays will be paid for at the rate of double time, with a minimum payment of four hours.

44.5 All overtime worked on a public holiday will be paid at two and one half times the ordinary rate, with a minimum payment of four hours.

44.6 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they do not have at least ten consecutive hours off duty between those times will be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

44.7 If an employee is directed by the supervisor to resume or continue work without having ten consecutive hours off duty, then the employee must be paid at the overtime rate until they are released from duty. In these circumstances, the employee is entitled to be absent for ten consecutive hours without loss of pay for working time occurring during that absence. The provisions of this Clause will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

44.8 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.

44.9 An employee who has the permission of the University to work flexible or variable hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week, subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or to extinguish debts will not attract overtime payments

44.10 If an employee works overtime and agrees to take time off in lieu of overtime the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example, four hours overtime worked at double time is equal to eight hours time off in lieu of overtime payment.

44.11 If an employee is called back for work after leaving the University they will be paid at the appropriate overtime rate for a minimum of four hours. Each call stands alone. This does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where the overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.

44.12 If an employee is instructed to report for overtime on a day when they would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three hours overtime at that day's overtime rate.

45. PUBLIC HOLIDAYS

45.1 Except for employees working variable hours, where time is worked on a public holiday an employee will, in addition to being paid for the ordinary hours they work, be paid time and a half for the hours worked. However, the extra payment will be instead of any shift allowance otherwise payable.

45.2 In the case of employees working Rostered Hours in accordance with Clause 47, if a public holiday falls on a rostered day off, the employee will be entitled to an additional day's leave. The leave will be taken at a time convenient to the employee and the University. At the option of the University, and depending on the needs of the workplace, an additional day's pay at the ordinary rate can be offered as an alternative to the additional day's leave.

46. ALLOWANCE ABSORPTION

46.1 In translating the previous job classifications to the single stream classification structure all salary-related allowances, other than Relieving, First Aid, Shift and Licence Allowances, have previously been absorbed into the annual rates of pay applying prior to the operation of this Agreement and therefore will not be the basis of any further payment. Tool allowances will no longer be payable on the basis that the University undertakes to provide all necessary tools.

47. HOURS OF WORK

47.1 Introduction

47.1.1 Through flexible work attendance arrangements and other family-friendly policies, the University aims to assist general staff in reaching a balance between work and family life.

47.1.2 General staff employees at Southern Cross University will work one of the following Hours of Work arrangements as detailed in this Clause:

47.1.2.1 Ordinary hours in accordance with Subclause 47.2; or
47.1.2.2 Flexitime in accordance with Subclause 47.3; or
47.1.2.3 Rostered hours in accordance with subclause 47.4; or
47.1.2.4 Variable hours in accordance with Subclause 47.5.

47.1.3 The Hours of Work arrangement adopted will be in accordance with the needs of the organisational unit as determined by the Cost Centre Head, and will be as a consequence of consultation with the employees so affected.

47.1.4 Variations to arrangements arising from this Clause may be put in place through the process of consultation, including the provisions of Clause 33, and subsequent written agreement between the University and affected employees.

47.1.5 Full-time employees will be entitled to work their daily contract hours on any day Monday to Friday inclusive. A part-time or fractional employee will be entitled to work their contract hours in accordance with their contract of employment, or where not specified, by agreement with their supervisor.

47.2 Ordinary hours

47.2.1 Ordinary hours of duty for general staff employees will be 35 per week, to be worked during the normal hours of operation of the University, between 9.00 am to 5.00 pm, Monday to Friday inclusive.

47.2.2 The normal meal break will be one hour.

47.2.3 An employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.

47.3 Flexitime

47.3.1 Definition

47.3.1.1 Flexitime is a system of attendance whereby individual employees select their starting and finishing times from day to day subject to the concurrence of their Work Unit Head and the requirements of the organisational unit within which they work.

47.3.2 Contract hours

47.3.2.1 An employee's contract hours are 7 daily and 140 for a 4 week settlement period.

47.3.3 Span of hours and hours worked

47.3.3.1 Unless another 12 hour span of hours is otherwise agreed between the employee and the Head of Work Unit, flexitime may be worked beween the hours of 7.00 am and 7.00 pm, Monday to Friday inclusive.

47.3.3.2 The employee may revert to working ordinary hours by consent or at the direction of the University with one month's notice.

47.3.4 Hours of attendance

47.3.4.1 Normally, the period during the span of hours when each employee is required to be on duty, unless on authorised leave, will be between the hours of 9.30 am and 3.30 pm, Monday to Friday inclusive.

47.3.4.2 An employee may only elect to work up to ten hours in any one day, subject to the availability of work as determined by the supervisor.

47.3.4.3 An employee may be directed to work more than ten hours in any one day as a consequence of:

47.3.4.3(a) plant, equipment, network, software or system failure;

47.3.4.3(b) an emergency or other condition that if not rectified would compromise the normal functioning of the University and or the safety of staff, students or the public; or

47.3.4.3(c) an abnormal peak workload demand.

In which case, overtime rates will be paid for those hours worked in excess of seven.

47.3.5 Meal breaks

47.3.5.1 The normal meal break will be one hour. The maximum meal break is two and a half hours, and any meal break in excess of one hour will be approved by the employee's supervisor.

47.3.5.2 The minimum meal break will be 30 minutes.

47.3.5.3 An employee will not be required to be on duty for more than five hours from the time of commencement without a meal break.

47.3.6 Accumulated flexitime credits or debits

47.3.6.1 An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit or debit hours carried forward does not exceed 15 hours, except that with prior written approval from the Cost Centre Head an employee may accumulate a maximum of 35 credit hours.

47.3.6.2 The supervisor will make every effort to ensure that an employee does not consistently or unreasonably forfeit excess credit hours at the conclusion of the settlement period.

47.3.6.3 Where an employee's accumulation of debit hours at the end of a settlement period exceeds 15 hours, such excess hours will be debited against the employee's accrued recreation leave, or where the employee has no such leave available, will be taken as leave without pay.

47.3.6.4 Where the accumulation of excess credit hours up to the maximum of 35 hours has been approved by a Cost Centre Head, such approval will be conditional upon (a) a requirement that the employee utilises such flexitime by or during a specified period or date, or (b) that the employee will take in excess of one days flex leave in following settlement periods until the excess hours are exhausted, or (c) that the employee will claim for payment, at the ordinary rate of pay of the employee, all or a part thereof of the excess credit hours.

47.3.6.5 Accumulated flexitime credits will not be paid out on cessation of employment.

47.3.6.6 Where an employee has an accumulation of debit hours at the completion of the last day of service, any monies owing to that employee will be adjusted accordingly.

47.3.7 Taking flexi-leave

47.3.7.1 Unless otherwise varied in accordance with Subclause 47.3.6.4, the flexi-leave entitlement of an employee will be either one full day or two half days in any settlement period, subject to the prior approval of the supervisor as to when the flexi-leave is to be taken.

47.4 Rostered hours

47.4.1 Introduction

47.4.1.1 The Cost Centre Head will decide, after consultation with the employees involved, whether an employee (one not working in accordance with the flexi-time scheme) will be rostered to work in accordance with either a fixed shift pattern or a rotational shift pattern.

47.4.1.2 Any proposals relating to rostered work which differ from the provisions of this Clause will be the subject of specific negotiations and agreement between the University and affected employees.

47.4.2 Definitions

47.4.2.1 A **shift roster** is a schedule showing how each staff member will work their ordinary hours of work within a particular shift pattern.

47.4.2.2 A **shift pattern** describes the type of shift arrangement in place with particular reference to the duration of the shift.

47.4.2.3 A **continuous shift** is one which is worked from beginning to end without being broken for reasons other than a meal break.

47.4.2.4 A **fixed shift pattern** is one where the shift roster sets the same commencing and finishing hours for each shift to be worked on the same days each week throughout the shift roster.

47.4.2.5 A **rotational shift pattern** is one where the shift roster sets different commencing and finishing times for the various shifts to be worked, and/or different days each week, throughout a roster.

47.4.2.6 A **week** in respect of this Clause is a period of seven days, Monday to Sunday inclusive.

47.4.2.7 An **annual allowance** in lieu of shift penalties/allowances is calculated by totalling the shift penalties/allowances payable during the course of the year. The annualised amount is then paid in accordance with the payment of annual salary, in fortnightly instalments. This allowance would not be payable during any period of leave other than annual leave as per Clause 28.

47.4.3 Hours of work

47.4.3.1 The hours of work for employees working shifts will be 35 hours per week, averaged over a 12 week period.

47.4.3.2 The hours of work may be worked on any day of the week, subject to the shift patterns as specified in Subclause 47.4.4.

47.4.4 Shift patterns

47.4.4.1 Shift patterns may be fixed or rotational provided that no roster will be established requiring an employee, including a casual employee, to work a fixed night shift.

47.4.4.2 The standard shift duration to be worked on any day will be a maximum of ten hours, but by agreement may be extended to a maximum of 12 hours.

47.4.4.3 The minimum shift duration to be worked on any day will be four hours.

47.4.4.4 Subject to the variation of the maximum shift duration in accordance with Subclause 47.4.4.2, no employee will be required to work more than four ten hour shifts in any one week.

47.4.4.5 No employee will be required to work more than five 4-8 hour shifts in any one week.

47.4.4.6 There will be a minimum ten hour break between concluding one shift and commencing the next shift. In those instances where an employee is directed to resume duty without having taken a ten hour break between shifts, including a situation where the employee did not have a ten hour break because they were required to work overtime at the end of the preceding shift, then the employee will be paid at overtime rates until such time as a ten hour break is allowed.

47.4.4.7 There will be no broken shifts.

47.4.5 Notice of shift changes

47.4.5.1 A minimum seven days notice will be given to an employee when that employee is directed to work a different shift than that which is set down in the current shift roster.

47.4.5.2 A minimum of 28 days' notice will be given to the affected employees prior to the implementation of a new shift pattern.

47.4.5.3 The implementation of a new shift pattern will take place only at the conclusion of a regular cycle within the shift pattern in operation.

47.4.5.4 The minimum notice periods required under Subclauses 47.4.5.1 and 47.4.5.2 will not apply where an employee is absent from duty on account of illness, or on account of an emergency, and the roster or shift pattern is changed so as to enable the normal function of the University to be continued.

47.4.6 Shift and penalty rates

47.4.6.1 An employee rostered to work shifts will be paid shift penalties in accordance with Clause 43 of this Agreement.

47.4.6.2 Employees, other than casual employees, working a seven day rotational shift pattern may, with the concurrence of the parties to this Agreement, be paid the fortnightly equivalent of

an annual allowance in lieu of those shift penalties and allowances payable under Clause 43 which are applicable throughout the roster cycle in place under that particular shift pattern.

47.4.6.3 Casual employees working a particular shift will be paid the shift penalties appropriate to that shift in accordance with Clause 43.

47.4.6.4 Shift penalty rates, including any annual allowance in lieu of shift penalties payable under Subclause 47.4.6.2, will not apply to any period of leave, except where such penalties or annual allowance are paid as a leave loading payment under Clause 28.

47.4.7 Time off

47.4.7.1 No employee will be rostered off duty for more than a maximum of 14 days, excluding normal leave, per 28 day cycle.

47.4.7.2 An employee will be rostered off duty for a minimum of eight days per 28 day cycle.

47.4.8 Overtime

47.4.8.1 In respect of employees working shifts (other than casual employees), overtime will be defined as any time that an employee is directed to work outside the current shift roster.

47.4.8.2 In respect of casual employees participating in a rotating shift roster, overtime will be defined as any time that a casual employee is directed to work in excess of seven hours on any day.

47.4.8.3 Every reasonable effort should be made to keep overtime to a minimum.

47.4.8.4 Overtime payments will be calculated on the ordinary hourly rate of pay for the particular employee.

47.5 Variable hours

47.5.1 Variable hours is a system of attendance requiring negotiation and a written agreement between an employee, their supervisor and the relevant Cost Centre Head.

47.5.2 A proposal to work variable hours may be initiated by an employee or a supervisor.

47.5.3 Written agreements are to be lodged with Human Resource Services.

47.5.4 The written agreement will specify the duration which will not normally be longer than one year.

47.5.5 All reasonable requests to work variable hours should be given consideration taking into account the employee's personal and family circumstances and the operational requirements of the work unit.

47.5.6 Full-time employees

47.5.6.1 Under a variable hours arrangement an employee is required to work 140 hours in a four week cycle.

47.5.6.2 During any four week cycle, an employee working variable hours will not be entitled to claim overtime or penalty rates unless directed to work more than 10 hours on any one day or more than 140 hours in any four week period.

47.5.6.3 An employee working variable hours is not entitled to accumulate credit or debit hours on completion of the four week period.

47.5.6.4 The maximum number of hours that may be worked on any one day is 10, and an employee may work up to a maximum of 45 hours in any week, Monday to Sunday.

47.5.6.5 A minimum of three and a half hours is to be worked on any day an employee attends for duty.

47.5.6.6 An employee may work up to five days in any seven and must have two consecutive days off in any seven.

47.5.6.7 Days and times worked during the four week period are to be agreed between the employee and their supervisor in advance.

47.5.6.8 Any leave taken during a four week cycle will be debited at the rate of seven hours per day, Monday to Friday.

47.5.6.9 Public holidays falling Monday to Friday during the period will be recorded as seven hours unless work in excess of seven hours is carried out on that day, in which case the total hours worked will be recorded.

47.5.6.10 Arrangements for part-time employees working variable hours will be in accordance with the appropriate fraction of full-time employment, except that the maximum number of hours that may be worked on any one day is 10, and an employee may work up to a maximum of 35 hours in any week, Monday to Sunday.

47.5.7 Meal breaks

47.5.7.1 The normal meal break will be one hour. The maximum meal break is two and a half hours, and any meal break in excess of one hour will be approved by the employee's supervisor.

47.5.7.2 The minimum meal break will be thirty minutes.

47.5.7.3 An employee will not be required to work more than five hours without a meal break.

PART 13: TERMINATION OF EMPLOYMENT

48. TERMINATION OF EMPLOYMENT

48.1 All decisions by the University to terminate the employment of an employee covered by this Agreement must be made in accordance with the relevant provisions of this Agreement.

49. NOTICE PERIODS

49.1 Within the provisions of this Agreement, in matters relating to termination of employment, either the University or the employee must give notice in accordance with the following table:

Period of continuous service	Period of notice
less than one year	one week
one year and up to the completion of three years	two weeks
three years and up to the completion of five years	three weeks
five years and over	four weeks

49.2 The period of notice required to be given by the University will be increased by one week if the employee is over 45 years old and has completed two years continuous service with the University.

49.3 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 period of notice, the University will pay out the remainder of the notice period.

49.4 If an employee fails to give notice the University has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

49.5 In calculating any payment instead of notice, the rate of pay an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

49.6 Time off during notice period

49.6.1 Where the University has given notice of termination to an employee, an employee will be allowed up to one day off per week without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the University after consultation with the University.

49.7 Employees Exempted

49.7.1 This Clause will not apply where the University terminates employment of an employee on the grounds of serious misconduct, or to casual staff members, apprentices, or employees engaged for a specified term or specified task, or voluntary severance or redundancy.

50. ABANDONMENT OF EMPLOYMENT

50.1 Where an employee is absent from duty for a continuous period of five working days without advice to the supervisor or the approval of the University, or without apparent good cause, the University will send a certified letter to the employee's last known address asking the employee to inform the University of the reasons for the unauthorised absence from duty.

50.2 The University may send a certified letter to the employee's last known address before the expiration of the five days of the initial unauthorised absence if the University suspects that a staff member has abandoned their employment.

50.3 If there is no response to the University's letter within 10 working days, the employee will be suspended without pay. This will take effect from the close of business on the last day the employee actually attended work or was on approved leave or was absent on duty.

50.4 If the employee does not establish to the satisfaction of the Vice-Chancellor that the employee was absent for reasonable cause or if the staff member did not respond within 20 working days, the Vice-Chancellor may terminate the employment.

51. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

51.1 The University may require an employee whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

51.2 The University will provide the employee with at least one month's written notice that a medical examination is required. The medical examination must be completed within one month of the notice, unless the employee applies for a temporary or permanent disability superannuation benefit, in which case the requirement for a medical examination will lapse, and no further action will be taken by the University pursuant to this Clause subject to Subclause 51.4. A copy of the medical report made by the Medical Practitioner shall be made available to the University and to the employee.

51.3 If the medical examination reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may terminate the employment of the employee in accordance with the notice required by Clause 49 of this Agreement.

51.4 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to continue with this process, the Vice-Chancellor may proceed in accordance with this Clause.

51.5 Review

51.5.1 Within 10 working days of receiving the medical report, the employee or their representative may request that the report be referred to a panel for review.

51.5.2 The review panel will comprise three medical practitioners, being:

51.5.2.1 one appointed by the University;

51.5.2.2 one appointed by the employee or where the employee chooses by the employee's representative; and

51.5.2.3 one appointed by the President of the New South Wales State Branch of the Australian Medical Association.

51.5.3 The panel must not include the practitioner who made the initial report.

51.5.4 The University will not terminate the employment of the employee before the panel reports to the Vice-Chancellor.

51.5.5 The medical practitioner making the final assessment and the panel reviewing this assessment will, as far as possible, apply the same standards that would be used by the employee's superannuation scheme in granting a disablement pension or other similar benefit.

51.5.6 Where an employee refuses to undergo a medical examination within 3 months of a written notification to do so, the University may reasonably conclude that the employee is unable to perform their duties and is unlikely to be able to resume them within 12 months, and may terminate employment in accordance with Subclause 51.3.

51.5.7 A refusal by an employee in these circumstances will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

PART 14: DISPUTE RESOLUTION PROCEDURES

52. DISPUTE SETTLING PROCEDURES

52.1 Where any dispute arises as to the procedural requirements established by this Agreement:

52.1.1 In the first instance the dispute will be reported to the Vice-Chancellor by an appropriate Management representative or the employee, or where the employee chooses either their employee representative or relevant union.

52.1.2 If the Vice-Chancellor believes the dispute is of a serious nature, the dispute resolutions should proceed in accordance with Subclause 52.3.

52.1.3 If the dispute is of a less than serious nature but still significant, the following procedure will be carried out:

52.1.3.1 An employee, or where the employee chooses, their employee representative, and appropriate representative(s) of management will discuss the dispute and attempt to reach written agreement, subject to ratification by each party to the dispute.

52.1.3.2 Where a dispute is not resolved under Subclause 52.1.3.1, at the request of either party to the dispute, a Disputes Committee will be convened within one working week, unless agreed otherwise. The Disputes Committee will be advisory to the Vice-Chancellor and will consist of:

52.1.3.2(a) two nominees of management who are employees of the University or members of an employer association;

52.1.3.2(b) the two staff members elected by all staff to serve on the SCG; and

52.1.3.2(c) a Chairperson appointed by the Vice-Chancellor who may be from the list of Chairpersons.

52.2 Any employee who is a party to the dispute will have the right to appear before the Disputes Committee and, at their request, to have an employee representative.

52.3 Should the dispute not be resolved by the processes referred to in Subclause 52.1, the matter may be referred to the Australian Industrial Relations Commission by either party to the dispute. A decision or recommendation of the Commission will be accepted as final and will be implemented.

52.4 Until the procedures described in Subclauses 52.1 and 52.3 above have been completed:

52.4.1 work will continue in the normal manner;

52.4.2 no industrial action will be taken by the parties to this Agreement; and

52.4.3 parties to this Agreement will not change work, staffing or the organisation of work if such is the subject of the dispute, or take any other action likely to exacerbate the dispute.

PART 15: OCCUPATIONAL HEALTH AND SAFETY

53. OCCUPATIONAL HEALTH AND SAFETY

53.1 In matters relating to occupational health and safety, the University accepts its responsibility under relevant legislation and requires employees to act responsibly and to comply with statutory requirements.

53.2 Clothing and safety equipment

53.2.1 Where the University requires an employee to wear a uniform or protective clothing as part of their employment, the University will provide the uniform or protective clothing required.

53.2.2 The University will supply safety equipment as required under relevant legislation.

53.2.3 Employees provided with items of clothing or safety equipment will be required to wear or use the items whilst performing the duties for which the clothing or safety equipment is supplied.

53.3 Compensation for loss or damage to personal property

53.3.1 Where an employee is not entitled to damages under Worker's Compensation Legislation, the University will compensate an employee for damage sustained to personal property in the course of their employment where the damage occurs:

53.3.1.1 due to the negligence of the University or another employee in the execution of their duties; or

53.3.1.2 by a defect in the University's materials or equipment; or

53.3.1.3 where an employee has protected or attempted to protect the University's property from loss or damage.

53.4 Medical examination and immunisation expenses

53.4.1 Where, in the course of their employment, an employee has engaged in duties associated with infectious or contagious material or infected animals, or is engaged in work that makes the employee more than usually liable to contract any infectious disease, or has worked continually with toxic substances, the employee will be reimbursed the cost reasonably incurred in obtaining regular medical examinations and reports and immunisation against infectious diseases.

53.4.2 This provision will not apply where the University offers and provides the opportunity for medical examination and/or immunisation of the employee without cost to the employee. An employee will be provided with a copy of the reports of such medical examinations upon request.

SOUTHERN CROSS UNIVERSITY ENTERPRISE BARGAINING AGREEMENT 2005

SIGNATURE PAGE

Signed for and on behalf of the	)	
COMMUNITY AND PUBLIC SECTOR UNION	)	
in the presence of:	)	----------
	)	
	)	----------
	)	
DATED:	)	----------

Signed for and on behalf of the	)	
SOUTHERN CROSS UNIVERSITY	)	
in the presence of:	)	----------
	)	
	)	----------
	)	
DATED:	)	----------

Signed for and on behalf of the **NATIONAL**	)	
TERTIARY EDUCATION INDUSTRY UNION	)	
in the presence of:	)	----------
	)	
	)	----------
	)	
DATED:	)	----------

Appendix A - Schedule of Academic Salary Increases
Period 1st January 2004 to 31st December 2008

Level/Title	Year	30-Jun-03	3.0% Increase 1-Jul-04	3.0% Increase 17-Dec-04	3.0% Increase Date of Cert	2.0% Increase 1-Jul-06	2.0% Increase 1-Jan-07	3.0% Increase 1-Sep-07	2.0% Increase 1-Jan-08	4.0% Increase 1-Oct-08
Level A	1	39,072	40,244	41,451	42,695	43,549	44,420	45,753	46,668	48,535
	2	41,269	42,507	43,782	45,095	45,997	46,917	48,325	49,292	51,264
	3	43,462	44,766	46,109	47,492	48,442	49,411	50,893	51,911	53,987
	4	45,662	47,032	48,443	49,896	50,894	51,912	53,469	54,538	56,720
	5	47,447	48,870	50,336	51,846	52,883	53,941	55,559	56,670	58,937
	6	49,231	50,708	52,229	53,796	54,872	55,969	57,648	58,801	61,153
	7	51,015	52,545	54,121	55,745	56,860	57,997	59,737	60,932	63,369
	8	52,801	54,385	56,017	57,698	58,852	60,029	61,830	63,067	65,590
Level B	1	55,548	57,214	58,930	60,698	61,912	63,150	65,045	66,346	69,000
	2	57,607	59,335	61,115	62,948	64,207	65,491	67,456	68,805	71,557
	3	59,664	61,454	63,298	65,197	66,501	67,831	69,866	71,263	74,114
	4	61,727	63,579	65,486	67,451	68,800	70,176	72,281	73,727	76,676
	5	63,783	65,696	67,667	69,697	71,091	72,513	74,688	76,182	79,229
	6	65,846	67,821	69,856	71,952	73,391	74,859	77,105	78,647	81,793
Level C	1	67,902	69,939	72,037	74,198	75,682	77,196	79,512	81,102	84,346
	2	69,963	72,062	74,224	76,451	77,980	79,540	81,926	83,565	86,908
	3	72,021	74,182	76,407	78,699	80,273	81,878	84,334	86,021	89,462
	4	74,081	76,303	78,592	80,950	82,569	84,220	86,747	88,482	92,021
	5	76,139	78,423	80,776	83,199	84,863	86,560	89,157	90,940	94,578
	6	78,198	80,544	82,960	85,449	87,158	88,901	91,568	93,399	97,135
Level D	1	81,632	84,081	86,603	89,201	90,985	92,805	95,589	97,501	101,401
	2	84,376	86,907	89,514	92,199	94,043	95,924	98,802	100,778	104,809
	3	87,120	89,734	92,426	95,199	97,103	99,045	102,016	104,056	108,218
	4	89,870	92,566	95,343	98,203	100,167	102,170	105,235	107,340	111,634
Level E	1	104,971	108,120	111,364	114,705	116,999	119,339	122,919	125,377	130,392

Appendix B - Schedule of General Staff Salaries
Period 1st January 2004 to 31st December 2008

HEW Level	Year	30-Jun-03	3.0% Increase 1-Jul-04	3.0% Increase 17-Dec-04	3.0% Increase Date of Cert	2.0% Increase 1-Jul-06	2.0% Increase 1-Jan-07	3.0% Increase 1-Sep-07	2.0% Increase 1-Jan-08	4.0% Increase 1-Oct-08
1	1	27,498	28,323	29,173	30,048	30,649	31,262	32,200	32,844	34,158
	2	28,107	28,950	29,819	30,714	31,328	31,955	32,914	33,572	34,915
	3	28,718	29,580	30,467	31,381	32,009	32,649	33,628	34,301	35,673
	4	29,316	30,195	31,101	32,034	32,675	33,329	34,329	35,016	36,417
2	1	29,940	30,838	31,763	32,716	33,370	34,037	35,058	35,759	37,189
	2	30,550	31,467	32,411	33,383	34,051	34,732	35,774	36,489	37,949
	3	31,161	32,096	33,059	34,051	34,732	35,427	36,490	37,220	38,709
	4	31,772	32,725	33,707	34,718	35,412	36,120	37,204	37,948	39,466
3	1	32,686	33,667	34,677	35,717	36,431	37,160	38,275	39,041	40,603
	2	33,605	34,613	35,651	36,721	37,455	38,204	39,350	40,137	41,742
	3	34,827	35,872	36,948	38,056	38,817	39,593	40,781	41,597	43,261
	4	35,743	36,815	37,919	39,057	39,838	40,635	41,854	42,691	44,399
4	1	36,350	37,441	38,564	39,721	40,515	41,325	42,565	43,416	45,153
	2	37,266	38,384	39,536	40,722	41,536	42,367	43,638	44,511	46,291
	3	38,182	39,327	40,507	41,722	42,556	43,407	44,709	45,603	47,427
	4	39,097	40,270	41,478	42,722	43,576	44,448	45,781	46,697	48,565
5	1	40,320	41,530	42,776	44,059	44,940	45,839	47,214	48,158	50,084
	2	41,845	43,100	44,393	45,725	46,640	47,573	49,000	49,980	51,979
	3	43,375	44,676	46,016	47,396	48,344	49,311	50,790	51,806	53,878
	4	44,899	46,246	47,633	49,062	50,043	51,044	52,575	53,627	55,772
6	1	46,426	47,819	49,254	50,732	51,747	52,782	54,365	55,452	57,670
	2	47,953	49,392	50,874	52,400	53,448	54,517	56,153	57,276	59,567
	3	49,478	50,962	52,491	54,066	55,147	56,250	57,938	59,097	61,461
	4	51,002	52,532	54,108	55,731	56,846	57,983	59,722	60,916	63,353
7	1	52,532	54,108	55,731	57,403	58,551	59,722	61,514	62,744	65,254
	2	54,059	55,681	57,351	59,072	60,253	61,458	63,302	64,568	67,151
	3	55,585	57,253	58,971	60,740	61,955	63,194	65,090	66,392	69,048
	4	57,114	58,827	60,592	62,410	63,658	64,931	66,879	68,217	70,946
8	1	58,638	60,397	62,209	64,075	65,357	66,664	68,664	70,037	72,838
	2	60,404	62,216	64,082	66,004	67,324	68,670	70,730	72,145	75,031
	3	61,691	63,542	65,448	67,411	68,759	70,134	72,238	73,683	76,630
	4	63,216	65,111	67,064	69,076	70,458	71,867	74,023	75,503	78,523
	5	64,744	66,686	68,687	70,748	72,163	73,606	75,814	77,330	80,423
9	1	65,354	67,315	69,334	71,414	72,842	74,299	76,528	78,059	81,181
	2	66,268	68,256	70,304	72,413	73,861	75,338	77,598	79,150	82,316
	3	67,492	69,517	71,603	73,751	75,226	76,731	79,033	80,614	83,839
	4	68,557	70,614	72,732	74,914	76,412	77,940	80,278	81,884	85,159
10	1	69,322	71,402	73,544	75,750	77,265	78,810	81,174	82,797	86,109
	2	72,376	74,547	76,783	79,086	80,668	82,281	84,749	86,444	89,902
	3	73,903	76,120	78,404	80,756	82,371	84,018	86,539	88,270	91,801
	4	75,432	77,695	80,026	82,427	84,076	85,758	88,331	90,098	93,702
	5	76,956	79,265	81,643	84,092	85,774	87,489	90,114	91,916	95,593
	6	78,483	80,837	83,262	85,760	87,475	89,225	91,902	93,740	97,490

Appendix C
Schedule of Casual Academic Salary Increases (Hourly Rates)
Period 1 July 2004 to 31 December 2005

Casual	Rate	Code	3% 1 Jul 2004	3% 17 Dec 2004	3% Date of Certification
Lecturer	A	LECB	$ 109.56	$ 112.83	$ 119.10
	B	LECD	$ 146.08	$ 150.44	$ 158.80
	C	LECS	$ 182.60	$ 188.05	$ 198.50
	D	LECR	$ 73.04	$ 75.22	$ 79.40
Tutor	E	TUT	$ 78.48	$ 80.82	$ 85.35
	F	TUTR	$ 52.32	$ 53.88	$ 56.90
	G	TUT2*	$ 93.60	$ 96.42	$ 101.82
	H	TUTR2*	$ 62.40	$ 64.28	$ 67.88
Music Accompanying	I	MUS	$ 52.32	$ 53.88	$ 56.90
	J	MUS2*	$ 62.40	$ 64.28	$ 67.88
Clinical Nurse Education	K	CNE	$ 52.32	$ 53.88	$ 56.90
	L	CNEL	$ 39.24	$ 40.41	$ 42.68
	M	CNE2*	$ 62.40	$ 64.28	$ 67.88
	N	CNEL2*	$ 46.80	$ 48.21	$ 50.91
Marking	O	MARS	$ 36.52	$ 37.61	$ 39.70
	P	MAR	$ 26.16	$ 26.94	$ 28.45
	Q	MAR2*	$ 31.20	$ 32.14	$ 33.94
Other Academic Activity	R	OTH	$ 26.16	$ 26.94	$ 28.45
	S	OTH2*	$ 31.20	$ 32.14	$ 33.94

APPENDIX D: TRAINEES

1. APPLICATION

(a) Subject to subclause (b) this appendix will apply to persons:

(i) who are undertaking a Traineeship (as defined); and

(ii) who are employed by Southern Cross University.

(b) This appendix does not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship.

2. OBJECTIVE

The objective of this appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by Trainees.

3. TRAINING CONDITIONS

(a) The Trainee will attend an approved training course or training program prescribed in the Training Agreement.

(b) A Traineeship will not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the University and the trainee and lodged for registration with the relevant State or Territory Training Authority. The University will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.

(c) The University will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

(d) The University agrees that the overall training program will be monitored by officers of the relevant State or Territory Training Authority and that training records or work books may be utilised as part of this monitoring process.

(e) Training will be directed at:

(i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I; and/or

(ii) an Australian Qualification Framework Certificate Level II or above.

4. EMPLOYMENT CONDITIONS

(a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

Where the trainee completes the qualification, in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.

(b) The University will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Training Agreement and subsequently to the relevant State or Territory Training Authority. The written notice to be provided to the relevant State or Territory Training Authority will be provided within 5 working days of the termination.

If the University chooses not to continue the employment of a trainee upon the completion of the traineeship, they will notify, in writing, the relevant state or Territory Training Authority of their decision.

(c) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

(d) Where the employment of a Trainee is continued after the completion of the traineeship period, such traineeship period will be counted as service.

(e) (i) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.

(ii) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this appendix.

(iii) No Trainee will work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(iv) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

(f) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

5. WAGES

(a) The weekly wages payable to full time trainees will be:

Schedule of Trainee (Skill Level A) Rates of Pay:

School Leaver	**Weekly Rate**
Year 10 (Highest Year of Schooling completed)	
*50%	$159.00
*33%	$185.00
Plus 1 yr out of school	$221.00
Plus 2 yrs	$271.00
Plus 3 yrs	$313.00
Plus 4 yrs	$367.00
Plus 5 yrs or more	$420.00

Year 11	
*33%	$199.00
*25%	$221.00
Plus 1 yr out of school	$271.00
Plus 2 yrs	$313.00
Plus 3 yrs	$367.00
Plus 4 yrs	$420.00
Year 12	
	$271.00
Plus 1 yr out of school	$313.00
Plus 2 yrs	$367.00
Plus 3 yrs	$420.00
In School Trainee	**Hourly Rate**
In Year 11	$6.66
In Year 12	$7.29

* indicates the average proportion of time spent in approved training to which the associated wage is applicable.
Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

6. PART TIME TRAINEESHIPS

(a) Trainees who undertake a traineeship on a part time basis by working less than full time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee will be paid on a pro rata basis of the full-time trainee wage

APPENDIX E – SOUTHERN CROSS UNIVERSITY MINIMUM STANDARDS FOR ACADEMIC LEVELS

Introduction

The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

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

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

Teaching and research academic staff

Level A

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

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

Level B

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

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

Level C

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

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

Level D

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

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

Level E

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

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

Research academic staff (inclusive of creative disciplines)

Level A

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

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

Level B

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

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

Level C

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

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

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

Level D

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

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

Level E

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

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

Appendix F

SOUTHERN CROSS UNIVERSITY

General Staff Secondary Classification Descriptors

APPENDIX F

INSTRUCTIONS FOR USING THE CLASSIFICATION DESCRIPTIONS

These descriptors present the classification standards used at Southern Cross University for determining the classification of positions.

The classification dimensions covering

? task level,
? judgement and problem solving, and
? organisational relationships and impact

2. These descriptors are designed to be used as follows:

(i) each position should be privately reviewed and rated by each committee member. Committee members should then compare their assessments, discuss the reasons for any variations between the ratings given by different committee members and then seek to reach an agreed rating of the position,

(ii) a position should be rated against **each** of the five generic dimensions: training; task; judgement and problem solving; supervision and independence; and organisational relationships and impact,

(iii) the ratings given should be recorded on the classification work sheet. Committee members should also record any aspects of the position description
? which need to be checked or clarified with the job holder or their supervisor before a decision is made, and or
? which particularly influenced the classification allocated,

(iv) the content of a descriptor for one dimension should be read in its horizontal and vertical context - against the descriptors above, below and across from it. For example, if it is accepted that a position requires a degree, then the task level for that position would on the face of it require some conceptual understanding, otherwise why is a degree level of knowledge required to perform the duties of the position,

(v) a position should be rated at the level of best fit for each dimension. When ascertaining the level of best fit, committee members should ensure that they read the descriptor **as a whole** (also see point 4 below) and review the definitions **at least** one level above and below the level of their initial match, and

(vi) where the ratings for a position vary across the different dimensions, then the classification of the position should normally be based on the average of the different dimension scores. In particular, the overall classification should **not** be determined on the score ascribed to any one dimension, unless

(a) the position requires a degree level of training, in which case it will be classified at level 5 or above, or

(b) the position requires an associate diploma level of training, in which case it will be classified at level 4 or above.

3. The Training Level descriptor defines the level of training that will typically be required by jobs at each classification level. When using this descriptor it is very important to keep the following points in mind:

(i) the descriptor defines the level of knowledge required for positions at each level, not the level of education, training or experience possessed by the job holder,

(ii) the descriptor, at each level, provides some examples of the levels and combinations of education, training and experience which apply at that level. These are, however, only examples, against which other combinations can be tested for equivalence,

(iii) assessing equivalence should take into account different **levels** of education, training and experience, and different **combinations** of each of these factors. Relevant experience may well, for example, be held to be equivalent to formal qualifications, depending on the position involved,

(iv) references to qualifications, and the relativities on which the 10 level structure is based, rely on the definitions for different types of qualifications provided at page 2 of the descriptors. These definitions must be used when applying the descriptors.

4. The descriptors commonly specify a number of requirements, followed by some other conditions which may apply. For example, "Judgement and Problem Solving", at level 5, states "Will be expected to exercise initiative.....may make regular operational decisions...". The optional criteria are **not** a substitute for the required criteria. The optional criteria will, however, assist in clarifying the placement of a position by either:

(i) capturing an aspect of the position being reviewed, or

(ii) by providing a guide to what can be expected, as a basis for assessing equivalence. For example, a position may not use word processing software ("Task" descriptor, level 3), but it may do something which the committee believes is equivalent to that task.

5. When classifying a position, the following classification rules should be adhered to:

(i) Before attempting to rate a position, classification committee members should carefully review the full position description. The rating given on each dimension of the descriptors will rely on the committee members' understanding of the whole job. Where information about the job which is not contained in the position description is being used, care should be taken to ensure that additional information is correct and that it is shared equally between committee members.

(ii) the classification should be **wholly** based on the criteria contained in these descriptors. It should **not** be based on such criteria as the content of previous obsolete position classification standards, the current classification of the position, the gender of the occupant or **preconceived** notions about the work value of or market rates for particular jobs, skills or occupations,

(iii) when interpreting the classification criteria, the committee may compare one position to another, to assist in establishing relativities and ensuring consistent interpretation of the criteria. **However, such comparisons should only be made between positions which have been classified using these criteria**,

(iv) the classification should be based on the duties, responsibilities and knowledge requirements of the position described in the position description. It should not be influenced by the performance of the job holder,

(v) the classification should relate to the position being reviewed. It should not incorporate other positions the job holder might work in from time to time,

(vi) a critical reading of the position description should take into account the different ways that the same set of duties can be described. It is important to ensure that it is the position which is being classified, not the capacity of the job holder or the interviewer to present the position, and

(vii) the classification should be based on the whole job. It is important to take each aspect of the position into account, rather than basing the classification of the position on only one aspect of the job. In particular, many positions contain duties which are at varying levels of complexity and responsibility. It would be perverse to base the classification decision on the less complex part of the job; equally care should be taken not to be overly influenced by a complex but relatively unimportant aspect of the position. All knowledge and responsibilities which are integral or critical to the structure of the position should be fully taken into account in the classification outcome.

CHART ONE

Training Level or Qualifications and Task Level

Classification Descriptors, by Dimension

These two dimensions cover the type and duration of training which the duties of the classification level typically require for effective performance and the level at which staff apply the required level of training. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures. Task level should provide an explanation of the stated level of qualification, training or experience for the job concerned. Hence, training level and task level should normally be scored within one level of each other. Where different scores are obtained, the evaluation decision should be reviewed. Where a difference remains, the position description may require review; in particular to check that qualification requirements have not been under or over stated.

Qualification definitions

Year 12	Completion of Year 12 of secondary school.	**Trade Certificate**	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade Certificate	A course of study over and above and augmenting a trade certificate and less than an advanced certificate.	**Advanced certificate**	A one year full time post-Year 12 or post-trade certificate course (or a two year full time course without Year 12).
Certificate	A one to two year full time or four year part time course, without a Year 12 prerequisite.	**Associate diploma**	A two year full time or four year part time course with a Year 12 prerequisite.
Degree	A recognised degree or three year full time diploma from a tertiary institution. The degree may take between 3 and 5 years to complete on a full time basis, and may be combined with a graduate certificate or diploma.	**Higher degree**	A recognised Masters Degree or Doctoral Award (for the purposes of these descriptors, a post graduate certificate or diploma of up to one years full time study is included in the same category as a degree and is not included in this postgraduate category).

Level	Training Level Descriptor	Task Level Descriptor
Level 1	Perform duties which do not require formal qualifications (as defined above) or work experience prior to engagement. Structured on the job training will be provided to entrants at this level.	*Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.* Perform repetitive tasks, covered by instructions and procedures, which usually require less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials , eg, cleaning chemicals and hand tools, may be required. Associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on the job training.
Level 2	Perform duties at a skill level which requires: # completion of year 12 **with** nought to 12 months relevant work experience, or # completion of year 10 and 2 to 3 years relevant work experience, or an equivalent alternate combination of relevant knowledge, training and/or experience.	*Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.* Perform a *range* of similar tasks governed by instructions and procedures. Under instruction, may occasionally perform more complex tasks for which detailed procedures or standardised instructions exist *and* where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2. Tasks may include menu driven data entry and clerical processing tasks based on adherence to straightforward procedures.
Level 3	Perform duties at a skill level which requires: # completion of a trades certificate, or # completion of Year 12, **with** at least 1 year's subsequent relevant work experience or further training, or # completion of Year 10 plus a certificate and one years relevant on the job experience, or # completion of an associate diploma with no relevant on the job experience, or an equivalent alternate combination of relevant knowledge, training and/or experience. Staff advancing through this level may perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.	*Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.* Perform a variety of tasks, or a single task involving detailed sequential steps, requiring the practical application of acquired skills and knowledge. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures (ie, select the most suitable of a number of possible approaches) and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, **and** the use of a **range** of equipment at a level of complexity **equivalent to** the standard use of word processing or equivalent software or to the application of skills gained through the acquisition of a single trade certificate.
Level 4	Perform duties at a skill level which requires: # completion of an associate diploma level qualification with relevant work related experience (including experience gained in parallel with undertaking part time study), or # completion of a certificate, post-trade certificate or advanced certificate and more than one years subsequent relevant experience, or # completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or an equivalent alternate combination of relevant knowledge, training and/or experience.	*May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.* Perform a variety of tasks which require a sound working knowledge of technical or administrative procedures and an awareness of the main theoretical or policy principles which underlie these procedures. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications, with an extensive knowledge of at least one application, to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills (eg, operation of a word processing package to produce complex layouts, machine set-up or maintenance, guidance to others in the use of a limited range of equipment, application of advanced post trade skills to maintenance tasks) in clerical, trade or operational areas.

Level 5

Perform duties at a skill level which requires:
completion of a degree **without** subsequent relevant work experience, or
completion of an associate diploma with a range of experience including at least 2 years **subsequent** relevant work experience, or
completion of a certificate, a post-trades certificate or advanced certificate and extensive **subsequent** relevant experience,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Perform tasks which require a knowledge of and the standard application of theoretical principles, procedures and techniques at the level of an inexperienced graduate working in their field of expertise. Alternatively, apply a depth or breadth of technical or procedural expertise, which includes an sound appreciation of the advanced technical concepts, or theoretical and/or policy issues involved, in a particular functional area or to a set of related activities. Work will involve the application and interpretation of policies, manuals, procedures or guidelines (for example, the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases). Work may involve facilitating or ensuring compliance with established rules, codes or regulations.

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Level 6

Perform duties at a skill level which requires :
a degree with **subsequent** relevant experience, or
extensive experience, leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Perform tasks which are **guided** by policy, precedent or objectives and, where relevant, by professional standards applied to a range of assignments. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. The line management of one or several closely related areas may be required. In technical positions the investigation of a range of operating and design issues may be a key duty at this level. Staff have some latitude to develop or redefine procedures. In technical and administrative areas, have a depth or breadth of expertise developed through **extensive** relevant experience and application.

Level 7

Perform duties at a skill level which requires:
a degree with at least 4 years **subsequent** relevant experience to **consolidate and extend** the theories and principles learned, or
extensive experience **and management expertise** ,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Perform tasks requiring the application of substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable interpretation. Tasks will require skills in research, evaluation or interpretation of data. May have operational responsibility for staff delivering significant administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the function concerned to more senior managers. May provide consultancy advice to others. May be recognised within the University as the expert in a specialised area of theoretical, policy or technical complexity.

Level 8

Perform duties at a skill level which requires:
a degree with **substantial extension** of the theories and principles, learned through experience, or
a range of management experience, or
postgraduate qualifications, or progress towards postgraduate qualifications with extensive relevant experience,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Performs tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to either manage significant programs, or develop, review or evaluate significant policies, programs or initiatives. The development and application of new principles and technology may be required. Duties may span a range of activities in a complex or specialised environment. Expert advice may be provided on a professional or consultancy basis to achieve recognition outside of the University.

Level 9

Perform duties at a skill level which requires:
extensive management expertise **and** supporting experience, or
postgraduate qualifications *and* extensive relevant experience,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Plan, development and review major professional, management or administrative policies. Make a significant high level creative, planning or management contribution. Have a strong impact on the deployment of significant resources.

Level 10

Perform duties at a skill level which requires :
experience and expertise in the management of **significant** human and material resources, or
postgraduate qualifications and extensive relevant experience, or
experience and expertise in the provision of strategic policy advice affecting the direction of the University,
or an equivalent alternate combination of relevant knowledge, training and/or experience.

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

Conceptualise, develop, review and be accountable for the operation of major professional, management or administrative policies. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources.

CHART TWO

Judgement and Problem Solving

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

Level of Supervision and Independence

This dimension covers both the way in which positions are supervised, managed or held accountable, the degree of independence which applies and the role of the position in supervising or managing other staff, contractors, students or clients.

Supervision is distinguished, under this dimension, from line management and management. Supervision refers to providing day to day guidance, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring. Line management refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff. Management adds to line management the setting of longer term priorities and objectives, the of shaping organisational structures and a greater influence over the size and composition of the resources available.

Organisational relationships and impact

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, the purposes to which that organisational knowledge may be put, the impact which will result and the communicating, co-ordinating and influencing skills which may be required.

Level	Judgement and Problem Solving	Level of Supervision & Independence	Organisational relationships and impact
Level 1	*Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.* Resolve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked. In the case of experienced staff working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.	*May provide straightforward information to others on building or service locations.* Tasks are basically self contained, with the impact of established procedures on other people or work areas being the concern of more senior staff. May provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others.
Level 2	*Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.* Problems encountered are similar and the relevant response is covered by established procedures/instructions. The choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.	Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.	*Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.* Relay information on requirements or procedures in own work area where interpretation or problem solving is not required, or perform tasks which may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use courtesy and tact in dealing with others.
Level 3	*Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.* Problems encountered are similar, but responses will be based on learned methods, precedent, practices and experience. Initiative and interpretation in the application of procedures may be required. Where the opportunity arises, will make suggestions and develop local *job specific* systems to assist in the completion of allocated tasks. Will exercise some judgement over when to refer matters or seek assistance. Assistance, when required, is available.	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined and the choices made are between a range of straightforward alternatives. Guidance on the approach to non standard, more complex or new circumstances will be provided by others. This is the first level where the supervision of other staff **may** be required, where those staff perform a range of straightforward tasks, following set procedures or routines. May assist in the provision of on the job training to other staff.	*Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.* Perform tasks which require sufficient knowledge and sensitivity to take the impact of actions on other people or work areas into account when selecting between established work methods and when adjusting work sequences. May provide information requiring some depth of knowledge in own work area, which the recipients will use as an input to their own work or actions. May require familiarity with the interrelationships between related work areas.
Level 4	*In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.*	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made which require an understanding of a well defined policy framework and recourse to technical knowledge. May supervise, provide on the job training and	*Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.* Have a sound knowledge of the impact of the activities undertaken on other related functions or sections. Will perform tasks where any

	Standard situations will be encountered for which a range and combination of responses will be available requiring discrimination between alternatives *and* some understanding of the principles or policies underlying established procedures or systems to guide the choices made. Will **contribute** to local procedures and systems. May perform tasks, or make *recommendations* for decisions, requiring the **interpretation** of a set of relatively straightforward rules, guidelines, manuals or technical procedures.	assistance to, or co-ordinate others performing a **range** of tasks within a single work unit, including liaison with staff at higher levels. May undertake stand alone work.	advice which is provided is based on some depth of knowledge such that the information conveyed will normally influence how other work areas or individuals frame their actions or procedures. Will take the needs of others into account when selecting between work methods and sequences. May interpret procedures to assist others and will make recommendations, where relevant case experiences arise, to more senior staff on changes to procedures, schedules or routines to facilitate good relations between work units or with clients. May provide support by co-ordinating staff with a range of roles to play, including staff at more senior levels, to contribute to assignments or projects.
Level 5	*In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.* A range of differing situations will be encountered requiring judgement based on theoretical and technical knowledge. Will be expected to exercise initiative in the application of systems and procedures. May contribute to decision making by applying a thorough knowledge of a complex set of rules, activities or procedures to particular cases, to make recommendations for authorisation by more senior staff. May make regular operational decisions on the provision, availability or deployment of resources and services which impact outside the *immediate* work unit or on clients.	Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Use theoretical and technical knowledge to interpret procedures (provided that in some positions, a lesser degree of independence may apply as part of a development program prior to professional admission). May supervise staff and have some responsibility for the day to day operation of a discrete work unit or the leadership of a small team, including setting priorities, meeting service standards and assisting with the monitoring or review of systems.	*As for Level 4* Apply a detailed knowledge of work unit policies, systems and procedures, **and** their interaction with policies, systems and procedures in any related areas, to respond to complex but standard circumstances and to advise, assist and influence others.
Level 6	*Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.* Solve both common and unusual problems. Identify responses to new circumstances for consideration by others. Some **discretion to innovate** within own function and take responsibility for outcomes, which may include the development of section procedures and management strategies. May apply theoretical (or policy) and technical knowledge to design, review, develop or test complex equipment, systems or procedures. May exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data or experiments. May use considerable technical skills to design equipment to a limited brief and to liaise with equipment users to better define requirements. May undertake planning involving resource use or develop proposals for resource allocation. Work at this level may require the ability to investigate, interpret or evaluate information where considerable interpretation of existing regulations, policies or procedures is required.	Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have extensive supervisory responsibility or some line management responsibility for staff at task level 5 or below performing a set of related functions. May have indirect reports coming to the position.	*Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.* Provide authoritative advice in the context of a wide range of issues or circumstances. **Adapt** procedures or techniques as required to achieve objectives, where these changes are **within policy** and either their impact is restricted to the work unit(s) concerned or, alternatively, changes arise out of liaison with other areas, meet the mutual needs of the groups concerned and are pursued in concert with them. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.

Level 7	*Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.* Apply theoretical knowledge or management or policy expertise to bring together diverse and or conflicting information to solve new or one off problems, to develop innovative methodologies, to analyse a situation and propose new responses or solutions or to take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Responsible for monitoring, reviewing and developing procedures in own functional area. Able to cross specialist, organisational or functional boundaries to co-ordinate actions and propose initiatives. Focus on objectives rather than procedures and precedents.	Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff performing a related set of functions, usually with distinct areas of expertise. Management at this level may include the allocation of responsibilities, review of performance, training and development of staff and development or oversight of program procedures, priorities and quality control systems. Advice will be provided to staff at higher levels on program objectives, organisational structures and budget expenditure.	*Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.* Exercise a detailed knowledge of the interrelationships between a range of diverse policies and activities. Will be expected where required to negotiate solutions where a range of interests have to be accommodated, often requiring working with contributors with different areas of expertise. May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken, without normally being responsible for final authorisation.
Level 8	*Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.* Develop systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May require new responses based on the integration of a range of knowledge, policies or procedures, or by drawing together the interests of several functional areas.	Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.	*The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.* Responsible for managing, co-ordinating activity around or implementing a number of programs or functions which may impact other areas of the University and which require a thorough knowledge of overall University policies and the external environment (eg, government legislation, guidelines and requirements). Would normally play a leading role in developing proposals and co-ordinating agreement for change or development in the areas for which the position is responsible. May effectively commit the University to significant expenditure or income proposals, or to a public policy stance, though formal authorisation would be provided at a higher level.
.Level 9	*Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.* Develop systems, or programs (including priorities, policies and procedures) within given **broad** statements of role objectives, where considerable latitude or input applies in the initial definition of the role objectives and/or where implementation responsibilities have been substantially devolved, subject to agreed budgets and periodic review against performance objectives. Have independence in the allocation of resources within constraints established by senior management.	Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available. Alternatively, work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder.	*Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.* Develop and review major policies, objectives, programs or strategies involving high level liaison with internal and external client areas, including framing the relevant internal consultation and negotiation strategies. Responsible for proposing and implementing programs involving major change which may impact on other areas of the institution's operations.
Level 10	*Be fully responsible for the achievement of significant organisational objectives and programs.* Responsible for the achievement of objectives and programs affecting a significant organisational area at Faculty level or equivalent. May be an influential contributor to decisions over the allocation or use of substantial resources.	Substantial management responsibility, usually for a diverse set of functions, including responsibility for setting and reviewing longer term performance criteria and objectives. Alternatively, work in a situation where job objectives, performance criteria and funding are proposed, developed and, in practical terms, determined by the job holder. May have responsibility for approving substantial budget expenditure.	*Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.* Taking into account the views and interests of others, carry **prime** responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems which will impact across the University. Responsibility for managing a substantial budget(s), including the discretion to re-allocate funds or priorities within budgets. May authorise significant expenditure items, or commit the University to significant contractual or resource obligations.