

CHARLES DARWIN UNIVERSITY

Union Collective Agreement 2009



Part 1. Application and Operation of this Agreement

Clause 1. TITLE

1.1 This Agreement will be known as the Charles Darwin University Union Collective Agreement 2009.

Clause 2. ARRANGEMENT

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Clause 3. **DEFINITIONS**

- 3.1 "Agreement" means the Charles Darwin University Union Collective Agreement 2009 (CDUUCA).
- 3.2 "Code of Ethics" means the University Code of Ethics, as updated from time to time by the University Council.
- 3.3 "Commission" and "AIRC" means the Australian Industrial Relations Commission or any other body constituted by the Commonwealth to carry out the functions now with the Commission.
- 3.4 "Consultation" means a process whereby the University and/or staff members and/or parties to the Agreement exchange information about a matter or issue, hold discussions to explain points of view and take into account each other's views.
- 3.5 "Continuous Service" means continuous paid service, other than casual service, with the Charles Darwin University (CDU).
- 3.6 "Disciplinary Action" means action by the University to discipline a member of staff for unsatisfactory performance, misconduct or serious misconduct and includes but is not limited to:
- 3.6.1 Formal censure or counseling;
 - 3.6.2 Demotion by one or more classification levels or increments;
 - 3.6.3 Withholding of an increment;
 - 3.6.4 Suspension with or without pay; and
 - 3.6.5 Termination with or without notice.
- 3.7 "Family" means family as defined by the Workplace Relations Act as amended unless otherwise defined under this Agreement.
- 3.8 "Full-time" means a service or study fraction of 100%.
- 3.9 "Incremental progression" means the movement from one salary point to another salary point following a satisfactory PDRS assessment (such as HEW 5.1 to HEW 5.2) and does not incorporate crossing a qualification or knowledge/skills barrier, movement between the major components of a given employment category (such as HEW 3 to HEW 4) or movement between employment categories (such as VET to Higher Education).
- 3.10 "Manager" means manager or supervisor and is usually the person immediately responsible for the day to day supervision of the staff member.
- 3.11 "Misconduct" means conduct which is not Serious Misconduct but which is nonetheless unsatisfactory.
- 3.12 "Parties" means the parties referred to in 5.1.
- 3.13 "Redundancy" means where the University deems a job (as distinct from a staff member) is no longer required. This would occur where there is an excess of labour in a particular area or operational unit, where the University no longer requires to have a particular job performed or where the University wants to amalgamate jobs.
- 3.14 "Remote Location" means areas in the Northern Territory more than 50kms from Darwin, Palmerston, Katherine, Batchelor, Alice Springs, Tennant Creek, Nhulunbuy and Jabiru, and interstate areas by agreement.
- 3.15 "Senior Manager" means staff in senior management roles in the University, including staff with titles of Vice Chancellor, Deputy Vice Chancellor, Pro Vice Chancellor, Executive Director, Dean and Director VET.
- 3.16 "Serious Misconduct" means:
- 3.16.1 Serious misbehaviour of a kind which constitutes a serious impediment of the carrying out of a staff member's duties or to a staff member's workplace participation or role. This includes, but is not limited to, breaches of the University's Code of Ethics and actions prior to commencement of employment with the University;
 - 3.16.2 Serious dereliction of the duties required of the staff member;

- 3.16.3 Conviction by a court of an offence which constitutes a serious impediment of the carrying out of a staff member's duties or to a staff member's workplace participation or role; and
- 3.16.4 Subject to the principles set out in Clause 60, actions that may bring the University into disrepute, where it can be sufficiently demonstrated that the University may be impeded from fulfilling strategic or financial goals as a direct result of the action.
- 3.17 "Termination of employment" means termination of employment at the initiative of the University (CDU).
- 3.18 "The Act" means the Workplace Relations Act 1996 as amended.
- 3.19 "Unions" means the unions party to this Agreement.
- 3.20 "University" means the Charles Darwin University.
- 3.21 "University Core Business" means the broad mix of teaching and learning, research, Indigenous-related, community and access and business development activities undertaken at the University. It is recognised that a wide range of administrative support activities underpin this core business, and for employment purposes form a sixth set of core activities.
- 3.22 "VET" means Vocational Education and Training.
- 3.23 "Vice-Chancellor" means the Vice-Chancellor, acting Vice-Chancellor, or his/her nominee or delegate.

Clause 4. **OBJECTIVES**

- 4.1 Charles Darwin University is a dual-sector regional institution and an integral part of the Northern Territory community. The University is an organisation underpinned by core values and a commitment to support the aspirations of the regional community. The salary and conditions outlined in this Agreement aim to provide staff with fair and equitable conditions of employment and working conditions tailored to the circumstances of the University and the community.
- 4.2 At the time of making this Agreement, the University's highest priority is achieving an improvement in the quality of teaching and learning provided by the Institution. Where possible and practical, this priority is reflected in the Agreement.
- 4.3 Additionally, this Agreement seeks to:
- 4.3.1 Support the creation of an environment where staff have a sense of ownership and responsibility for University directions and outcomes;
 - 4.3.2 Provide mechanisms to reward high performances and collective achievements and efficient and fair processes for improving performance;
 - 4.3.3 Provide a framework to support management practices at the local level, including workload allocation and activities to improve the student learning experience;
 - 4.3.4 Support a contemporary model of tertiary education;
 - 4.3.5 Support the achievement of the University's strategic aspirations and compliance with the University's Code of Ethics and the four overarching principles of integrity, respect, accountability and service focus;
 - 4.3.6 Provide the flexibility necessary to support attraction and retention of quality staff in all areas of the University;
 - 4.3.7 Encourage Indigenous participation in the workforce; and
 - 4.3.8 Support and implement the principles of equity, diversity and safety.

Clause 5. **APPLICATION AND PARTIES BOUND**

- 5.1 This Agreement shall be binding according to its terms upon:
- 5.1.1 The Charles Darwin University (CDU);
 - 5.1.2 The Australian Education Union Northern Territory Branch (AEU);

- 5.1.3 The Liquor, Hospitality and Miscellaneous Union (LHMU);
- 5.1.4 The Community and Public Sector Union (CPSU);
- 5.1.5 The National Tertiary Education Union (NTEU) and
- 5.1.6 The Australian Manufacturing Worker's Union (AMWU)
- 5.1.7 All staff employed by the University.

5.2 This Agreement applies, according to its terms, to all VET, Higher Education and General staff employed within the classifications specified.

5.3 This Agreement may apply to staff employed by subsidiaries of the University if the subsidiary applies for coverage under this Agreement.

Clause 6. PERIOD OF OPERATION

6.1 This Agreement comes into force on the date of lodgment with the Workplace Authority and has a nominal expiry date of 31 December 2009.

Clause 7. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

7.1 This Agreement is closed and comprehensive and operates to the exclusion of any other certified Agreement or industrial award that would otherwise apply to staff of the University. This Agreement replaces and rescinds the Charles Darwin University Union Collective Agreement 2006/7.

7.2 This Agreement expressly excludes all protected award conditions including: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions and any other award matters as specified in the relevant Workplace Relations Regulations (Commonwealth) as varied from time to time.

Clause 8. UNIVERSITY POLICIES, PROCESSES AND GUIDES AND THE AGREEMENT

8.1 This Agreement focuses on principles relating to staff conditions of employment and entitlements. This Agreement is simplified in its construction whilst ensuring that, overall, staff are not disadvantaged. The Agreement aims to be easily understood and to provide sufficient flexibility as required by local operating conditions of the University and its staff.

8.2 Policies, processes, guides and other associated documents referred to are designed to give effect and detailed support for the matters covered in this Agreement but do not form part of the Agreement.

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

8.4 It is established custom and practice in relation to staff conditions of employment and entitlements that consultation occurs with staff and their representatives.

8.5 The University will consult with the unions about major changes, including changes to intent, in relation to employment guides and policies. No amendments that have the effect of changing employment conditions will be made to guides without reasonable notice to and prior consultation with the parties to this Agreement.

Clause 9. CONSULTATION

9.1 The University will provide training for managers and supervisors so that they are aware of the terms and conditions contained in this Agreement and that they understand rights and obligations contained herein.

9.2 The Parties continue their commitment to consultation and communication through the operation of a Joint University-Union Consultative Group. The consultative arrangements and terms of reference of the Group will be as determined from time to time between the parties.

9.3 The University is committed to open discussion and direct consultation with its staff members about workplace issues including variations to policies, processes and guides that affect conditions of employment for staff in the University.

Clause 10. **VARIATION OF EXISTING AGREEMENT**

10.1 This Agreement may be varied during its operation in accordance with section 367 of the Workplace Relations Act 1996. The variation comes into operation after it is approved by a valid majority of staff whose employment is subject to the Agreement, and lodged with the Workplace Authority in accordance with section 377 of the Workplace Relations Act 1996.

Clause 11. **WORKPLACE FLEXIBILITY ARRANGEMENTS**

11.1 Subject to the terms of this agreement, nothing in this Agreement prevents the University and a staff member negotiating additional or flexible entitlements.

Part 2. Salaries and Related Matters

Clause 12. **SALARY INCREASE**

12.1 This Agreement provides for a salary increase of four and one-half percent (4.5%) commencing on the pay period on or after the date of lodgement, three percent (3%) from the pay period beginning on or after 31 October 2009 and two percent (2%) from the pay period beginning on or after 1 February 2010.

Clause 13. **INCREMENTAL PROGRESSION**

13.1 Incremental progression applies to continuing and fixed-term contract staff members, subject to Clause 31.

Clause 14. **PRODUCTIVITY BONUS**

14.1 In addition to the salary increases provided for above, a bonus will be paid to eligible continuing and fixed-term staff members in the first pay of June 2010 in response to a positive adjusted operating result for the University in 2009.

14.2 Staff with two (2) months continuous employment with the University are eligible to receive payment of bonus. Casual staff are not eligible.

14.3 For the purpose of this Agreement, "adjusted operating result" refers to the overall University operating result for the given year, as confirmed by the NT Auditor General, less:

14.3.1 The first \$1,000,000, which will be held for contingencies in the coming year;

14.3.2 Any contribution to the operating result from funds specifically designated for acquisition, construction or rehabilitation of infrastructure where, under the guidelines published in the relevant University financial statements, the related expenditure will be depreciated over time;

14.3.3 Any contribution from the operating result from asset transfer into the University where, under the guidelines published in the relevant University financial statements, the asset will be depreciated over time; and

14.3.4 Funds carried forward from the given year(s) for specific programs or initiatives, including research and other grants.

14.4 For the purpose of this Agreement, "positive adjusted operating result" refers to the adjusted operating result defined in sub-clause 14.3 above being in surplus.

14.5 The amount of bonus paid to eligible staff will be calculated at a rate of \$250,000 for every \$1,000,000 of positive adjusted operating result distributed amongst eligible staff members as a percentage of salary.

14.6 For the purposes of calculating the bonus distribution, staff members employed below HEW 5 will be treated as HEW 5.1, and staff members on Senior Staff Contracts will be treated as being at the maximum salary scale level for HEW, HE Academic or VET Lecturer employment as relevant.

14.7 The University may reduce the bonus in exceptional circumstances where national economic forecasts indicate a strong possibility of a downturn in University business in the coming 12 months.

14.8 Bonus distribution is to be capped at \$2,500,000 in any given year.

Clause 15. REMOTE DELIVERY BONUS

15.1 Staff members who perform work in remote locations on more than ten (10) days in a given calendar year are eligible for a Remote Delivery Bonus (RDB).

15.2 The RDB will be equal to six percent (6%) of the staff member's salary, applied to each day that the staff member is working in a remote location.

15.3 The RDB will be paid as a single lump sum following completion of all work for the calendar year, including submission of any results, based upon a certified report from the supervisor.

15.4 Where a staff member is required to spend a weekend in a remote community because of work commitments, the University agrees to pay \$100 to that staff member in addition to normal travel and accommodation reimbursement.

15.4.1 The requirement to stay over the weekend must be agreed in advance with the staff members supervisor before travel to the remote community has commenced.

Clause 16. SALARY PACKAGING

16.1 Staff members may choose to sacrifice part of their salary from a menu of non cash benefits consistent with the CDU guides and processes. Participation in salary packaging will not affect salary for superannuation purposes.

Clause 17. REMOTE LOCALITY INCENTIVE AND ALLOWANCES

17.1 Entitlements for remote area allowances including fares out of isolated localities (FOILS), freight on foodstuffs (FOF), locality allowances, rental rebate payments will be paid on 30 June and 31 December each year in arrears.

17.2 The formula used for calculating the cash payment of allowances for eligible remote area University staff will be the same as that used for the cash payment of accrued recreation leave airfares for eligible University staff.

17.3 Where eligible staff are able to demonstrate financial detriment arising from the implementation of the cash payment of remote entitlements, the University will consider alternative arrangements on merit.

Clause 18. OFFICIAL TRAVEL

18.1 Staff members traveling on behalf of the University for business purposes will be reimbursed for the cost of fares or mileage, accommodation, meals and out of pocket expenses.

18.2 Regular business travelers will be provided with a corporate travel card. The card is provided to cover the cost of fares, accommodation, meals and out of pocket expenses in Australia and overseas.

18.3 All staff undertaking official travel must complete and have approved before undertaking the travel a movement requisition form detailing the travel details and expenses incurred.

18.4 Travel outside the first hour (of travel) to count as time worked.

Clause 19. **CONDITIONS FOR STAFF INVOLVED IN WORK OVERSEAS**

19.1 Some staff members will be required to undertake work overseas as part of their job. The University will reimburse necessary expenses incurred by the staff member while working overseas.

Clause 20. **SUPERANNUATION**

20.1 The University will maintain the existing superannuation contributions and arrangements subject to the other provisions of this clause.

20.2 New staff engaged during the life of this Agreement will, as a condition of their employment, be required to be a member of UniSuper unless the University elects to include them within the 5% flexibility quota in accordance with UniSuper's rules.

20.3 All continuing staff and fixed-term staff, where the period of appointment is two years or more, are entitled to receive employer contributions to UniSuper at the rate of 17% of their superannuable salary, subject to 20.2 above.

20.4 Staff engaged on a full-time or part-time basis where the appointment is for a period of less than two (2) years are entitled to employer contributions to UniSuper at the rate specified in the Superannuation Guarantee Legislation (currently 9% of their superannuable salary).

20.5 Where a staff member has a contract renewed for a given role, service in the prior contract/s (in the case of multiple renewals) will be counted towards the qualifying period in 20.3 and 20.4 in consideration of the superannuation entitlement in the renewed contract.

20.6 Casual staff are entitled to an employer superannuation contribution as specified in the Superannuation Guarantee Legislation (currently 9%).

20.7 The University will provide all staff with details of their specific entitlements on engagement and with access to UniSuper for personal advice.

Clause 21. **ALLOWANCES**

21.1 **First aid allowance**

Staff who hold a first aid certificate or the equivalent and who hold the position of first aid officer within their workplace will be paid an allowance of \$10.50 per week.

21.2 **Motor vehicle allowance**

Any staff member required to use his or her private vehicle for work purposes will be paid in accordance with the following table:

21.2.1	1600cc or less	\$0.58 per kilometre
21.2.2	Up to 2600cc	\$0.69 per kilometre
21.2.3	2601cc or more	\$0.70 per kilometre

21.3 Payment of the allowance will only be made:

- 21.3.1 upon receipt of the approved form signed by the staff member's supervisor; and
- 21.3.2 where it was not possible to use an official University vehicle.

21.4 **Meal allowance**

All staff who are eligible to receive payment for overtime will receive a meal allowance of \$21.90 for performing overtime in excess of 1 ½ hours after their normal finishing time.

21.5 **Higher duties allowance**

A staff member who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will be paid an allowance equal to the difference between their substantive salary and the minimum salary of the higher classified position for all the

time during which he/she performs such duties. Where it is specified at the commencement of the higher duties allowance that the staff member is to undertake part of the duties of the higher position only, a lesser amount, which will normally be a percentage of the full amount, will be paid.

- 21.6 Higher duties allowance is predetermined by the staff member's supervisor before the higher duties are undertaken.
- 21.7 Higher duties allowance is not generally applicable to academic / lecturing roles.
- 21.8 No allowance will be payable unless the staff member performs the duties of the higher classified position for a period in excess of two weeks, or in excess of four weeks for a staff member whose position is designated as a "deputy" or equivalent of a more senior staff member.
- 21.9 A "deputy" is formally identified in the position profile or job description and will be required to back fill for the more senior manager during periods where the senior manager is away from the office.
- 21.10 **Management allowance**
The University may offer a staff member a fixed-term management allowance to undertake a specific management task, including but not limited to Head of School activities.
- 21.11 Conditions of the allowance will be negotiated between the University and the staff member.

Clause 22. **SUPPORTED WAGE**

- 22.1 The University will offer a supported wage to staff members who are unable to work at full wages because of a disability, in line with the Commonwealth Supported Wage System

Part 3 Employment Categories and Workplace Management

Clause 23. **EMPLOYMENT AND EMPLOYMENT CATEGORIES**

- 23.1 The University offers employment under the following categories: continuing (either part-time or full-time), fixed-term (either part-time or full time) and casual.
- 23.2 **Contract of employment**
The University must engage a person as a staff member on terms that correspond with one or other of the types of employment prescribed in this clause.
- 23.3 **Additional work as a casual**
To avoid doubt, nothing in this Agreement prevents a staff member engaging in additional work as a casual in work unrelated to, or identifiably separate from their normal duties. Nothing in this Agreement limits the number or proportion of staff that the University may employ in a particular type of employment.
- 23.4 **Continuing employment** means all employment other than fixed-term or casual. Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract, as outlined in Clause 29.
- 23.5 **Part-time employment** means employment for less than the normal weekly ordinary hours specified for a full-time staff member, for which all Agreement 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, as outlined in Clause 29.
- 23.6 **Fixed-term employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or instead 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). During the term of employment, the contract is not terminable, by the University, other than during a probationary period, or for cause based upon serious or willful misconduct.

- 23.7 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract, as outlined in Clause 29. Any second or subsequent fixed-term contract in the same role with the University will not contain a probationary period unless the initial probationary period was less than what would apply to a continuing appointment in the same role.
- 23.8 Where the University has made a determination to continue the fixed-term position the incumbent will be offered further employment in the position or in a position with the same or substantially similar duties and knowledge base, provided that the incumbent was employed through a competitive and open selection process and has performed at least satisfactorily in the position.
- 23.9 The use of fixed-term employment for Higher Education and General staff must be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:
- 23.9.1 **Specific task** or project means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 23.9.2 **Research means** work activity by a person engaged on research only functions for a contract period not exceeding five years.
- 23.9.3 **Replacement** staff member means an employee:
- a undertaking work activity replacing a full-time or part-time staff member for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
 - b performing the duties of:
 - c a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - d a position in which the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable.
- 23.9.4 **Recent professional practice required**, where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.
- 23.9.5 **Pre-retirement contract**, where a full-time or a part-time staff member declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to (2) two years.
- 23.9.6 **Fixed-term contract employment subsidiary to studentship**, Where a person is enrolled as a student, fixed-term contract employment may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:
- a such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - b that an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.
- 23.9.7 **An apprentice or trainee** employed pursuant to an apprenticeship or traineeship approved by the

relevant Territory, State or Federal training authority.

23.10 **Incidents of fixed-term contract of employment**

All fixed-term contract staff are entitled to benefits specified in this clause.

23.10.1 **Incremental advancement**

A fixed-term staff member who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as a staff member engaged as a continuing staff member in the same or similar classification.

23.11 **Notice of cessation or revocation of employment upon expiry of the contract**

The University will provide to a fixed-term staff member, written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice will be the greater of any entitlement to notice of the University's intention to renew, or not to renew, employment with the staff member upon the expiry of the contract: or

Period of continuous service	Period of Notice
Not more than 1 year	at least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	at least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	at least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	at least 4 weeks, or the equivalent of a full pay period, whichever is the greater

23.11.1 In addition to this notice, a staff member 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.

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

23.12.1 advises those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given; and

23.12.2 gives notice to the staff member at the earliest practicable date thereafter.

23.13 **Severance pay**

A fixed-term staff member whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with 23.13.4 in the following circumstances:

23.13.1 The staff member is employed on a second or subsequent fixed term contract to do work required for the circumstances described in clause 23.9.1 or 23.9.2 and the same or substantially similar duties are no longer required by the University; or

23.13.2 The staff member is employed on a fixed term contract to do work required for the circumstances described in clause 23.9.1 or 23.9.2 and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

23.13.3 **Further employment** Where the University advises a staff member in writing that further employment may be offered within (6) six weeks of the expiry of a period of fixed-term employment, then:

a The University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

b **Application to the Commission** The University, in a particular case, may make application to the Commission to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the staff member.

23.13.4 Severance payments entitlements will be calculated for a period of continuous service as follows:

Service	Severance Payment
Less than one year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	12 weeks pay*

Note: * Long Service Leave becomes payable.

- 23.14 **Continuous service**
A fixed-term staff member will be entitled to the same Agreement terms and conditions in respect to Agreement matters as would apply to a full-time or part-time staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.
- 23.15 For the purpose of this agreement, 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.
- 23.16 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.
- 23.17 **Full-time or part-time employment**
No staff member employed on a fixed-term contract (other than a staff member employed on a pre-retirement contract within the meaning of subclause 23.9.5) will be prevented from making application to the University, nor having their application for employment within the terms of this Agreement considered, solely because the staff member has previously been employed on a fixed-term contract by the University.
- 23.18 **Casual employment**
Casual staff are engaged by the hour and usually work irregular or intermittent hours.
- 23.19 Casual staff:
23.19.1 will be provided with accommodation and equipment that will enable them to perform their duties; .
paid a loading of 25% in lieu of payments for sick leave, annual leave, long service leave and other entitlements for which a casual staff member is not eligible;
may have their employment terminated by either the University or the casual staff member by giving or receiving one hour's notice or other such notice prescribed in their contract or the Act; and
are not entitled to leave under Part 4 of this Agreement.
- 23.20 **Requirement to state terms of engagement**
Upon engagement, the University must provide to the staff member an instrument of appointment which identifies the University as the employer, stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:
23.20.1 **for staff other than casual staff**, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
23.20.2 **for fixed-term staff**, 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 fixed-term contract for the type of employment has been decided for that employment;
23.20.3 **for part-time staff**, the University and the part-time staff member will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the staff member will work and the actual starting and finishing times each day;
23.20.4 **for casual staff**, 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;
23.20.5 for any staff member subject to probationary employment, the length and terms of the probation; and
23.20.6 **other main conditions of employment** including the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment that can be ascertained.

Clause 24. **CRIMINAL HISTORY CHECKS**

- 24.1 Criminal history checks may be undertaken to ensure that the University is compliant with legislative and professional requirements and to meet the University's duty of care.
- 24.2 University staff members may be required to complete a criminal history check in order to commence employment or to retain employment where there is a legislative or professional requirement or where the University has good reason to believe one is warranted.
- 24.3 Staff employed by the University prior to the commencement of this Agreement will have any costs associated

with the criminal history check reimbursed by the University.

- 24.4 An applicant for a position with the University or a current staff member refusing to undertake a required criminal history check may not be eligible for employment with the University. Failure of a staff member to agree to a reasonable request by the University to undertake a criminal history check may constitute serious misconduct.

Staff members are required to report any criminal convictions to the University.

Clause 25. SENIOR STAFF

- 25.1 For the purposes of this clause, Senior Staff are classified as staff who are in receipt of base salary, excluding superannuation, above the maximum salary scales for the relevant General, Higher Education or Vocational Education and Training employment grouping.
- 25.2 Notwithstanding any provisions of this Agreement to the contrary, Senior Staff may be offered a fixed-term contract of up to five years for employment or for a specific component of duties.
- 25.3 Subject to negotiation, successful internal applicants for a Senior Staff position may return to their former, substantive position or a position at the same level at the expiry of the contract unless otherwise stated in the contract.
- 25.4 Such contracts may be renewed by mutual agreement.
- 25.5 Senior Staff will be employed under the terms and conditions set out in this Agreement, provided that the following terms of this Agreement will not apply in relation to them:
- 25.5.1 Employment Categories
 - 25.5.2 Leave Entitlements
 - 25.5.3 Airfare Entitlements
 - 25.5.4 Salary rates and salary increase
 - 25.5.5 Redeployment
 - 25.5.6 Redundancy

Clause 26. HOURS OF WORK AND SPAN OF HOURS

- 26.1 **The span of hours** of work shall be from 7.30 am to 10.00 pm any five of seven days per week for VET and Higher Education lecturers and 7.00 am to 6.00 pm Monday to Friday for General staff.
- 26.1.1 The span of hours may be varied by agreement between the staff member and his or her supervisor.
 - 26.1.2 Notwithstanding the above provisions a staff member employed as a cleaner may be required to commence ordinary hours of duty before 7.00 am, in which case payment will be made at the rate of time and a half for all ordinary duty worked between 6.00 am and 7.00 am. All duty performed prior to 6.00 am will be paid in accordance with Clause 27 of this Agreement.
- 26.2 **The ordinary hours** of work shall be determined in consultation with the immediate supervisor and will average seventy three and one half (73 ½) per fortnight.
- 26.2.1 Due to operational considerations VET lecturers may work an average of 147 hours over any four (4) week period.
- 26.3 All staff members are entitled to an unpaid meal break of between 30 and 60 minutes to commence no earlier than three (3) hours and no later than five (5) hours after starting work for the day. By agreement a staff member may take a meal break after six (6) hours.

Clause 27. TIME OFF IN LIEU AND OVERTIME

- 27.1 Time off in lieu (TOIL) and overtime is restricted to general staff up to HEW level 7 and VET categories I and II.
- 27.1.1 The University may extend TOIL and overtime to staff outside of these categories in exceptional circumstances.
- 27.2 Time off in lieu and overtime is to be agreed with the immediate supervisor(s) with responsibility for workload planning and budget in advance.
- 27.3 Payment for overtime is at the rate of:
- 27.3.1 Ordinary time plus 50% for the first three (3) hours and time plus one hundred percent for all time in excess of three (3) hours Monday to Saturday;
- 27.3.2 Ordinary time plus 100% for all time worked between midnight Saturday and midnight Sunday; or
- 27.3.3 Ordinary time plus 150% for all time worked on a designated public holiday.
- 27.4 Overtime will normally be taken as TOIL and within four (4) weeks of accrual. Where this is not possible then overtime will be paid in accordance with 27.3. Only with agreement between the supervisory and the staff member and in unusual circumstances would a staff member be permitted to accrue TOIL or overtime beyond this initial four (4) week period.
- 27.5 Time off taken in lieu of paid overtime is to be taken at the rate of one hour off for each hour of overtime worked Monday to Friday and one and one-half hours off for each hour worked on weekends and public holidays. The time off has to be agreed with the supervisor.
- 27.6 Operational circumstances may require staff to work reasonable overtime.
- 27.7 No staff member will be required to work in excess of forty (40) hours overtime in any one four (4) week period.
- 27.8 Any staff member asked to work unreasonable overtime may appeal to the relevant senior manager.
- 27.9 Overtime is not paid for travel to and from work; travel to and from remote locations or activities not directly related to work.
- 27.9.1 Notwithstanding 27.9, travel time after the first hour shall count as time worked.
- 27.10 Overtime is not paid on a weekend when it forms part of the ordinary working week.
- 27.11 TOIL accrued toward the end of the year (Sep to Dec) may be carried over to first semester the following year where a staff member is prevented from taking TOIL and where the express permission is sought and granted by the relevant senior manager.

Clause 28. WORKLOADS

- 28.1 Subject to relevant parts of Schedules A, B and C, staff workloads should be fair and reasonable. The allocation of workloads should be based on the principles of fairness, equity and transparency.
- 28.2 Workloads will be determined by implementation of University principles and guidelines at the academic delivery unit or major administrative unit level, by the head of the unit, utilising normal consultative processes and team approaches.
- 28.3 In allocating workloads, it is recognised that the University and the staff member have a shared obligation to add value to the organisation and themselves.
- 28.4 In the allocation of workloads, family commitments will be recognised and considered.
- 28.5 Workload allocations will take into account the following principles:

- 28.5.1 The total workload allocated to each staff member is based on the efficient deployment of staff skill and the best fit with operational requirements and should be broadly equivalent (pro rata a percentage of full-time), and
- 28.5.2 Work allocation is best developed by each area in a fully open manner, with staff actively involved in the consultation process. In this way the workload allocation mechanism will be sensitively tuned to the particular needs and aspirations of the area and staff members, and will receive the broadest support from those staff members that must actually participate in the sharing of the workload.
- 28.6 In determining workload allocations, consideration should be taken of the requirements of the full range of activities, including teaching and learning, research, community and access, business development and administration, of the work area in consultation with the staff of that work area.
- 28.7 Factors impacting on workload allocation include but may not be limited to the needs and objectives of the University and the work area; class size and marking loads; external and flexible modes of delivery; the mix of postgraduate, undergraduate, VET in schools teaching, training, supervision, workplace assessment and RPL activities; and student demographics.
- 28.8 The University shall take reasonable steps to ensure that staff:
- 28.8.1 do not work excessive or unreasonable hours; and
- 28.8.2 are not regularly working in excess of any hours of work prescribed by this Agreement.

Clause 29. **PROBATIONARY EMPLOYMENT**

- 29.1 The purpose of probationary employment is to establish whether an appropriate match has been made between the probationary staff member, the position and the work environment, and whether the probationary staff member is able to perform the required role and assume the levels of responsibility of the position at least satisfactorily.
- 29.2 The University recognises that the assessment of match and competence requires some knowledge of the discipline and sector in which the probationary staff member is employed. To this end, the University shall ensure that prior adequate training and/or advice is provided to support the manager responsible for the assessment.
- 29.3 For positions that involve teaching, satisfactory student evaluations will form one component of probationary employment assessment.
- 29.4 For positions that involve teaching and where the employment is either continuing or fixed term for a period of three (3) or more years, probationary employment requirements will include satisfactory completion of teaching qualifications as required by the University (Graduate Certificate in Education for Higher Education staff or Certificate IV in Training and Assessment for VET or other qualification encapsulating these skills).
- 29.4.1 For fixed term probationary staff members of less than three (3) years, satisfactory progress towards the required teaching qualification (only) will be required.
- 29.5 Probationary staff members who undertook training paid for by the University will reimburse the University the amount paid to the probationary staff member if he/she resigns their employment within twelve (12) months of completing the training. Reimbursement will be on a pro-rata basis.
- 29.6 All staff employed by the University (with the exception of casual staff) will be required to complete a probationary employment period unless otherwise notified in writing. Staff entering into a second or subsequent contract for the same role will not normally have to serve a second probationary employment period unless the initial period was less than that required of a continuing probationary staff member.
- 29.7 The following periods of probation apply to probationary staff members:
- 29.7.1 General staff appointed as continuing six (6) months;
- 29.7.2 General staff up to and including HEW 5: three (3) months;
- 29.7.3 Higher education teaching and research staff: three (3) years; and
- 29.7.4 VET staff: two (2) years.

- 29.8 The probation periods in 29.7 may be extended by up to 30 percent at the discretion of the University where the probation report is adverse and the manager feels the additional time may remedy this.
- 29.9 Probation for fixed term contract staff is as for continuing staff or half the contract period which ever is shorter.
- 29.10 The probation periods contained in this clause may be varied (reduced) by notification in writing at the time the probationary staff member commences employment with the University.
- 29.11 The procedures outlined in Clause 33 do not apply to staff during a period of probationary employment.
- 29.12 The supervisor must meet with the staff member at least twice during the probationary employment period at times agreed to by the supervisor and staff member, with the period between meetings not to exceed (6) six months, and provide relevant feedback relating to the assessment of match, competence and performance. A staff member will be given an opportunity to make response to any adverse material about his/her performance or conduct which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 29.13 The staff member's response must be within five (5) working days of receiving the feedback.
- 29.14 The University may terminate a staff member's employment during the probationary period at any time following receipt of the staff member's response, or lapse of the 5 working day response period.
- 29.15 If the result of the of the final probation review is termination of employment, (2) two weeks' notice for each twelve months of probationary employment will be given, or by mutual agreement, payment in lieu thereof.
- 29.16 A probationary staff member who received an adverse probation report may appeal to the General Manager HR Operations if they feel that procedural fairness was not applied.
- 29.16.1 The probationary staff member must specify the grounds for the appeal.
- 29.17 Where the probationary period ends and there has been no probation feedback provided during the probation period the staff member will be deemed to have completed the probation period. Where there has been feedback the probation period may be extended due the administrative reasons for up to two (2) weeks.

Clause 30. **REDUNDANCY**

- 30.1 Redundancy occurs when the University has decided to terminate the employment of one or more staff for reasons of an economic, technological, structural or similar nature, including, but not limited to:
- 30.1.1 a decrease in student/industry demand or enrolments;
 - 30.1.2 a decision to cease offering a course or series of units on one or more campuses;
 - 30.1.3 financial and/or operational requirements within an organisational unit or cost centre; or
 - 30.1.4 changes in technology or delivery methods.
- 30.2 **Consultation**
The University will formally notify affected staff and the relevant union(s) in writing outlining the reasons for the redundancies and provide an opportunity to discuss:
- 30.2.1 Measures to avert or minimise the termination(s); and
 - 30.2.2 Measures to mitigate the adverse effects of the termination(s).
 - a This may include redeployment, secondment, part time employment or a voluntary separation package.
- 30.3 **Redeployment**
Where a decision is made to terminate a staff member(s) employment under this clause, the redeployment provisions in the Schedules will apply. However, if the University deems that there is no possibility of redeployment then employment may be terminated in accordance with the notice periods identified in the Schedule.

30.4 **Retrenchment**
Details of retrenchment processes are provided in the Schedules of this Agreement for continuing staff.

Clause 31. **PERFORMANCE DEVELOPMENT AND REVIEW SYSTEM (PDRS)**

- 31.1 The University is committed to providing a working environment that fosters excellence in all areas of University Core Business with a high level of organisational professionalism and performance.
- 31.2 The University's highest priority is achieving an improvement in the quality of teaching and learning provided by the Institution. Wherever possible and particularly for academic staff, development and review should include a strong focus on teaching and learning quality.
- 31.3 A key element to achieving these objectives is participation in the University's PDRS and relevant staff development activities, the details of which are found on the University's web site. PDRS encourages discussion and feedback between staff members and their managers based on a clear statement of work goals and performance expectations across the staff member's role and responsibilities. All staff are required to participate in the PDRS process.
- 31.4 Meetings between staff members and managers in relation to PDRS should normally occur at least twice each year. One of these meetings will focus on progress towards goals.
- 31.5 All teaching staff will have their teaching evaluated regularly, with the outcomes of teaching, unit and course evaluations used to inform the interaction between the staff member and manager as articulated in this clause. The Deputy Vice-Chancellor, Teaching and Learning, or delegate is responsible for development of appropriate teaching evaluation systems and determining minimum acceptable standards. These shall be developed in consultation with the relevant unions and shall have regard to the relevant classification standards.
- 31.6 Teaching evaluation results will be made available to all relevant managers, such as the Dean of Faculty, NT VET managers, the Director VET, relevant teaching "champions", and the DVC, Teaching and Learning. The manager will then take account of the evaluation outcomes in the next PDRS discussion with the staff member.
- 31.7 Salary point progression of a staff member will not be delayed by the omission of a manager to complete the PDRS with the staff member in a given year.
- 31.8 The performance of casual staff may also be assessed in accordance with the PDRS for the purposes of determining their suitability for re-engagement (whether as a casual staff member or otherwise).
- 31.9 Where a staff member receives an overall performance rating deemed to be superior, the staff member will be eligible for University incentives and awards, including professional development activities, as may be available from time to time.
- 31.10 Where a staff member receives an overall performance rating deemed to not be satisfactory, or otherwise fails to perform their duties to a satisfactory standard, the manager may take action under clause 33. Alternatively, by agreement between the manager and the staff member a period of performance remediation of up to six (6) months may be provided. During the performance remediation period any increment due to the staff member may be delayed.
- 31.11 If the performance does not improve to at least a satisfactory level during the remediation period, then in the absence of mitigating circumstances as approved by the Deputy Vice Chancellor, Teaching and Learning, the manager must report this to the University with a view to taking action under clause 33.
- 31.12 PMD will be notified immediately when the staff member's performance is deemed to be satisfactory.
- 31.13 Where the outcome of the review is a rating deemed not satisfactory, as described in subclause 31.10 above, the staff member may appeal to the senior manager who will assess whether or not the process and review have been conducted in accordance the University process with consideration of achievement of both maintenance and break-through goals.
- 31.14 The senior manager's assessment will commence no later than seven (7) days of receiving a written application from the staff member and an interim report will be provided to both the staff member and the manager within two

(2) weeks of receiving the original application for a review.

Clause 32. **DISCIPLINARY ACTION – PRINCIPLES**

- 32.1 The University is committed to ensuring procedural fairness with respect to all decisions made on the taking of disciplinary action against any of its staff members.
- 32.2 All decisions to discipline a staff member shall be taken by Senior Managers. All decisions to terminate the employment of a staff member shall be taken only by the Vice-Chancellor in accordance with this Agreement.
- 32.3 Where the relevant Senior Manager has formed the view that disciplinary action against a staff member should be taken, the Senior Manager will allow the staff member an opportunity to present any evidence that they may seek to rely on as mitigating circumstances or other matters in their defence.
- 32.4 All actions of the Vice-Chancellor shall be final and not subject to appeal or review, other than an appeal to an external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
- 32.5 A staff member whose conduct is subject to the provisions of this Section of the Agreement may seek advice and assistance from a support person on the condition that the support person is not a practicing barrister or solicitor, the exception being a staff member of the AHEIA or a union that is party to this Agreement.
- 32.6 Once a matter has commenced under this Section of the Agreement neither the University nor the affected staff member or the union can refer the matter to be dealt with under the University Grievance processes or under the dispute settlement procedures contained in Clause 37 of this Agreement.
- 32.7 If a staff member takes Personal Leave during a period of performance management the University reserves the right to continue the action or suspend the action as circumstances warrant.
- 32.8 If the allegations are of a type that could warrant termination without notice, then the staff member may be suspended immediately with or without pay.
- 32.8.1 During any period of suspension the staff member may be excluded from the University provided that they will be permitted reasonable access to the institution for the preparation of their response and to collect personal property.
- 32.8.2 Suspension may occur at any time during the processes outlined in Clause 33 or Clause 34.
- 32.8.3 Suspension without pay will not be unduly long as a result of actions or admissions of the University.

Clause 33. **UNSATISFACTORY PERFORMANCE**

- 33.1 **Preamble**
Unsatisfactory performance exists where a staff member does not perform his/her work to the standard reasonably expected by the University. Assessment of work performance will be based upon University and individual benchmarks, including but not limited to the expected minimum standards for teaching evaluations, the staff member's position profile and Performance Development and Review System plans.
- 33.2 **Informal stage**
Where the staff member's manager is of the view that the staff member's performance is unsatisfactory, the manager will draw to the attention of the staff member the perceived deficiencies in their performance, specify the expected performance standards, specify a timeframe over which performance improvements must occur, and discuss impediments and solutions that the staff member faces in achieving the desired performance.
- 33.2.1 It is expected that the manager will communicate in an unambiguous manner, and that there be a genuine focus on seeing the staff member's performance improve to meet a standard reasonably expected by the University.
- 33.3 **Formal stage**
Where the manager has made a reasonable attempt to apply the process specified under sub-clause 33.2 and the staff member's performance is still considered unsatisfactory, the matter will be brought to the attention of the supervisor of the manager ("the supervisor") who will initiate a formal performance management process. The following key actions and principles shall apply:

- 33.3.1 Reasonable steps were taken by the staff member's manager to meet with the staff member and draw to the attention of the staff member the deficiencies identified in their performance;
- 33.3.2 The nature of the improvements required of the staff member will be clearly stated by the supervisor and provided to the staff member in writing;
- 33.3.3 A reasonable period of time will be allowed for the staff member to remedy the deficiencies identified in their performance, normally between 4-8 weeks; and
- 33.3.4 Adequate opportunity shall be given for the staff member to respond to any comment made with respect to his/her performance.
- 33.4 The supervisor shall keep a written record of all actions, correspondence and requirements referred to in 33.3. The relevant manager(s) may be provided with the record.
- 33.5 **Performance review meeting**
At the end of the period specified in 33.3.3, the supervisor will again meet with the staff member and review his or her performance.
- 33.6 **Action by the Vice-Chancellor**
Where the staff member has not made sufficient improvement in their performance the supervisor will report to the Vice-Chancellor through the relevant Senior Manager or delegate detailing the underperformance and the remedial action taken to date.
- 33.7 The staff member will be provided with a copy of the report and given ten (10) working days to respond in writing to the Vice-Chancellor.
- 33.8 Upon receipt of the supervisor's report and any written response from the staff member, the Vice-Chancellor will first satisfy himself/herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention, that an adequate opportunity to respond was given, that any response was taken into account and that a reasonable opportunity has been afforded to remedy the problem.
- 33.9 The Vice-Chancellor may then decide to:
- 33.9.1 Take no further action;
- 33.9.2 Refer the matter back to the supervisor; or
- 33.9.3 Take disciplinary action, as defined.
- 33.10 The Vice-Chancellor will advise the staff member in writing of any decision made in accordance with 33.9 and such a decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- 33.11 If within five (5) working days of the written advice referred to 33.10 the Vice-Chancellor receives from the staff member a written request for the matter to be referred to a Review Panel, the Vice-Chancellor will suspend administrative action and refer the matter to an Unsatisfactory Performance Review Panel in accordance with the provisions of Clause 35.
- 33.12 Notwithstanding the above, referral to a Review Panel may only occur when the action of the Vice-Chancellor is demotion, suspension without pay or termination.
- 33.13 Nothing in this clause prevents the Vice-Chancellor on his/her own motion referring a question of possible unsatisfactory performance to a supervisor for appropriate action.
- 33.14 In the event that the Vice-Chancellor decides to terminate the employment of the staff member, the period of notice provided for in Clause 44 shall apply. The Vice-Chancellor may make payment of salary in lieu of all or part of the period of notice.

Clause 34. **MISCONDUCT OR SERIOUS MISCONDUCT**

- 34.1 **Local management**
Nothing in the clause shall prevent, in matters of a less serious nature, an issue of Misconduct being raised with a staff member and resolved through local action, which shall be reported to the Vice Chancellor.

- 34.2 In matters of a more serious nature, the manager shall provide a report to the Vice-Chancellor stating the alleged Misconduct or Serious Misconduct and the action taken to date.
- 34.3 **Action by the Vice Chancellor**
Once in receipt of a report, or on his/her own motion, the Vice-Chancellor will take what steps are necessary to be satisfied that a prima facie case exists. If satisfied, the Vice Chancellor will notify the affected staff member and provide them with a copy of the allegation and any documents on which the Vice Chancellor relied in coming to that conclusion.
- 34.4 The affected staff member will then have ten (10) working days to respond in writing back to the Vice-Chancellor.
- 34.5 If the allegations are denied by the staff member and the Vice-Chancellor is of the view that there has been no Misconduct or Serious Misconduct, the Vice-Chancellor will immediately advise the staff member in writing, and may, by agreement with the staff member, publish the advice in an appropriate manner.
- 34.6 If the allegations are admitted in full by the staff member and the Vice-Chancellor is of the view that the conduct amounts to Misconduct or Serious Misconduct, the Vice-Chancellor may act on the evidence to hand, such as by:
- 34.6.1 Taking disciplinary action other than termination in the case of Misconduct;
 - 34.6.2 Taking disciplinary action in the case of Serious Misconduct; or
 - 34.6.3 Referring the matter back to the senior manager for further action; or
 - 34.6.4 Taking no further action.
- 34.7 The Vice Chancellor will advise the staff member in writing of his/her decision and the operative date of the action.
- 34.8 If the allegations are denied in part or in full or if the staff member has not responded to the allegations:
- 34.8.1 If the Vice Chancellor is of the view that there has been Misconduct but not Serious Misconduct, the Vice Chancellor may act on the evidence to hand, such as by:
 - a Issuing a formal reprimand, censure, counseling or withholding of an increment; or
 - b Referring the matter back to the senior manager for further action; or
 - c Taking no further action.
- 34.9 The Vice Chancellor will advise the staff member in writing of his/her decision and the operative date of the action.
- 34.10 If the Vice-Chancellor is not of the view that there has been no Serious Misconduct, or if the Vice-Chancellor has proposed Disciplinary Action other than formal reprimand, censure, counseling or withholding of an increment, the Vice-Chancellor will refer the matter to a Misconduct Investigation Review Panel in accordance with the provisions of Clause 35.
- 34.11 Nothing in this clause prevents the Vice-Chancellor on his/her own motion referring a question of possible Misconduct or Serious Misconduct to a supervisor for appropriate action.
- 34.12 In the event that the Vice-Chancellor decides to terminate the employment of the staff member, the period of notice provided for in Clause 44 shall apply. The Vice-Chancellor may make payment of salary in lieu of all or part of the period of notice.

Clause 35. **REVIEW PANELS**

- 35.1 Review Panels include the Unsatisfactory Performance Review Panel (UPRP) and the Misconduct Investigation Panel (MIP).
- 35.2 **Common Provisions**
Review panels are to be established within ten (10) working days of application where practicable.
- 35.3 The review panel will be established by the Vice-Chancellor, and consist of one nominee of the Vice Chancellor, one nominee of the relevant union and a Chairperson selected by the Vice Chancellor from a list of Chairpersons

agreed to by the University and the relevant union.

35.4 The relevant union will extend full cooperation in establishing the review panel.

35.5 Where practical, the review panel will meet within five (5) working days of establishment.

35.6 **UPRP and subsequent action by the Vice Chancellor**

This clause will apply where a matter has been referred to the UPRP. The terms of reference of the UPRP will be to report on whether the process set out in Clause 33 has been followed.

35.7 The UPRP will:

35.7.1 Provide an opportunity for the staff member to be interviewed by it and ensure that the staff member has adequate opportunity to answer questions relating to process;

35.7.2 Interview any person it thinks fit to satisfy itself in relation to whether due process was followed;

35.7.3 Conduct all interviews in the presence of the full Review Panel unless otherwise agreed to by all Review Panel members;

35.7.4 Conduct proceedings as expeditiously as possible consistent with the need for fairness;

35.7.5 Conduct proceedings in camera, unless otherwise agreed to by the full Review Panel, and as a Review Panel of inquiry;

35.7.6 Take into account such further material as it believes appropriate to determine whether due process was followed;

35.7.7 Make its report available to the Vice-Chancellor and the staff member as soon as reasonably possible, normally within ten (10) working days of commencing proceedings; and

35.7.8 May keep a tape record of the proceedings (but not its own deliberations) for the purposes of accurate record keeping.

35.8 If the UPRP concludes that the process set out in Clause 33 was properly followed, the Vice-Chancellor will advise the staff member as soon as possible after receipt of the panel's report that any decision taken by the Vice-Chancellor stands.

35.9 If the panel concludes that process set out in Clause 33 was not properly followed, the Vice-Chancellor may reconsider his/her decision but may first take such steps to remedy the perceived unfairness as may seem to him/her reasonable.

35.10 **External review**

The action of the Vice-Chancellor under this clause will be final, except that nothing in this subclause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.

35.11 **MIP and subsequent action by the Vice Chancellor**

This clause applies where a matter has been referred to a MIP.

35.12 The terms of reference of the MIP are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

35.13 The MIP will:

35.13.1 Provide an opportunity for the staff member to be interviewed by it and ensure that the staff member has adequate opportunity to respond to the allegations;

35.13.2 Interview any person it thinks fit to establish the merits or facts of the particular case;

35.13.3 Conduct all interviews in the presence of the full Review Panel unless otherwise agreed to by all Review Panel members;

35.13.4 Conduct proceedings as expeditiously as possible consistent with the need for fairness;

35.13.5 Conduct proceedings in camera, unless otherwise agreed to by the full Review Panel, and as a Review Panel of inquiry;

35.13.6 Take into account such further material as it believes appropriate to the case;

35.13.7 Ensure that Review Panel members have the right to ask questions of interviewees, and to make submissions. They also have the right to present and challenge evidence;

- 35.13.8 Make its report available to the Vice-Chancellor and the staff member as soon as reasonably possible, normally within ten (10) working days of commencing proceedings; and
- 35.13.9 Keep a tape record (optional) of the proceedings (but not its own deliberations) for the purposes of accurate record keeping.
- 35.14 On receipt of the report of the panel, and having considered its findings on the facts related to the alleged Misconduct or Serious Misconduct, the Vice-Chancellor may:
- 35.14.1 Formally reprimand, censure, counseling or withholding of an increment in the case of Misconduct; or
- 35.14.2 Take Disciplinary Action in the case of Serious Misconduct; or
- 35.14.3 Refer the matter back to the Senior Manager for further action; or
- 35.14.4 Take no further action.
- 35.15 **Outcome advised in writing**
The Vice Chancellor will advise the staff member in writing of his or her decision and the operative date of the action.
- 35.16 **No misconduct/serious misconduct**
If, having considered the panel's findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Vice-Chancellor will immediately advise the staff member in writing, and may, by agreement with the staff member, publish the advice in an appropriate manner.
- 35.17 **Suspension**
Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income will be reimbursed if there was no serious misconduct. However, a decision taken by the Vice-Chancellor in his or her discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.
- 35.18 **External review**
All the actions of the Vice-Chancellor under this clause will be final, except that nothing in this subclause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- 35.19 **Notice or pay in lieu**
In the event that the Vice-Chancellor decides to terminate the employment of the staff member, the period of notice provided for in Clause 44 shall apply. The Vice-Chancellor may make payment of salary in lieu of all or part of the period of notice.

Clause 36. **WORKPLACE BULLYING**

- 36.1 Workplace Bullying is a form of harassment. It constitutes a repeated, unreasonable behaviour directed towards a staff member(s) in the course of employment with the University. It is a repeated, less-favourable treatment of a staff member by one or more employees, which may be considered as unreasonable and inappropriate workplace practice that creates a risk to health and safety.
- 36.2 Within this Definition:
- 36.2.1 "Unreasonable behaviour" means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten.
- 36.2.2 "Behaviour" includes actions of individuals or a group, and may involve using a system of work as a means of victimising, humiliating, undermining or threatening.
- 36.2.3 "Risk to health and safety" includes risk to the mental or physical health of the staff member.
- 36.3 Bullying Behaviour may include, but is not limited to:
- 36.3.1 Intimidation
- 36.3.2 Isolating a person from others
- 36.3.3 Withholding information someone needs for a job

- 36.3.4 Shouting/ teasing/sarcasm
- 36.3.5 Spreading gossip
- 36.3.6 Sabotaging someone's work
- 36.3.7 Taking credit for someone's work
- 36.3.8 Threats of violence or physical abuse
- 36.3.9 Assigning meaningless tasks unrelated to the job.

36.4 The University is firmly of the view that there is no place for bullying in the workplace. Workplace bullying includes behaviour aimed to demean, humiliate or intimidate staff either as individuals or as a group.

36.5 Processes put in place by the University to address allegations of workplace bullying will be conducted in accordance with the University guidelines.

Clause 37. **DISPUTE RESOLUTION**

37.1 **Disputes about the application of this Agreement**

All staff and the University have an interest in the proper application of the Agreement. Where any dispute arises under or as to the operation or application of this Agreement, not including decisions of appeal and review mechanisms or any other industrial dispute that arises between the parties these procedures shall apply:

- 37.1.1 Where a staff member has requested the Union to represent them in relation to the dispute, an accredited representative of the Union(s) shall notify the University of the existence of a dispute, and an accredited representative of the Union(s) and the appropriate representative of management shall discuss the dispute and attempt to reach agreement. To avoid doubt, such representation by the Union(s) is deemed to exist and the University shall not question the validity of any such claim.
- 37.1.2 Where a dispute is not resolved under sub-clause 37.1.1, including where there is disagreement as to whether the dispute is capable of being promulgated under this procedure, a relevant senior officer, or paid employee, of the Union with the authority to resolve the dispute and a relevant senior manager of the University with authority to resolve the dispute shall meet within 5 working days, unless agreed otherwise, and shall attempt to resolve the matter within 5 working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.
- 37.1.3 Where a staff member has not made a request under sub-clause 37.1.1, the staff member shall notify the University of the existence of a dispute and the model dispute resolution procedures of the Act shall apply (sections 694 to 697) until and unless a request is subsequently made under 37.1.1.
- 37.1.4 At any stage of the process in 37.1 any party may request assistance from a third party, not being a practicing legal professional, barrister or solicitor other than where the third party is a staff member of the AHEIA or a union that is party to this Agreement.

37.2 Until the procedures described in this clause, including those procedures involving the Commission, have been exhausted, the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties shall not change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, the University shall not terminate a staff member, or allow the termination of a staff member such as through the effluxion of time, where one of the issues in dispute relates to that termination.

37.3 Should the dispute not be resolved by the processes referred to in 37.1 or if either party fails to engage in the processes referred to in sub-clause 37.1, the matter may, at the election of the referring party, being either the Union or the University, be referred to the Australian Industrial Relations Commission for resolution.

37.4 The Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of the Commission.

37.5 Other than 37.1.3, nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Australian Industrial Relations Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body.

37.6 In dealing with the dispute, the Commission (or other body) may exercise the procedural powers in relation to hearings, witnesses, evidence, interim decisions and submissions which are necessary to make such dealing effective.

Clause 38. **INTRODUCTION OF CHANGE**

38.1 The parties to the Agreement acknowledge that sound management of workplace change requires consultation with and involvement of the people who will be directly affected by that change. Such involvement may include but is not limited to:

- 38.1.1 meetings with staff and unions to explain the change proposal;
- 38.1.2 opportunities for staff and unions to consider the change proposal and provide feedback through further meetings or other means; or
- 38.1.3 active involvement in the change process including staff having the right to be assisted by and represented by their union.

38.2 When the University has developed a proposal for substantial or major organisational change it will consult with the staff affected and their unions as soon as practicable. The University will provide details of the extent, timeline and nature of the change proposed, reasons for the change and significant workload implications, probable effects on staff, relevant financial information and the likely number if any of redundancies or relocations.

38.3 Notwithstanding 38.1, University management will, from time to time, discuss, explore and plan organisational change, major and minor, in confidence, with the aim of achieving some strategic or tactical goal that benefits the organisation as a whole.

38.4 Either party may request that the consultation be in confidence. Any such reasonable request will be honoured.

Clause 39. **STAFF DEVELOPMENT AND TRAINING**

39.1 Staff development and training activities are linked to the PDRS

39.2 Staff in management positions will be required to undertake additional training in management-related areas from time to time.

39.3 VET lecturers are required to have obtained the Certificate IV in Training and Assessment or equivalent or enroll within the first month of their employment with CDU. Unless agreed with the Director VET, staff without the qualification are expected to complete the qualification with 12 months of commencement.

39.4 Higher Education teaching staff are required to hold relevant teaching qualifications of the Graduate Certificate in Education or other qualification encompassing these skills.

39.5 Staff undertaking training paid for by the University may be required by the University to reimburse to the University a pro rata sum paid on behalf of a staff member for training and development if the staff member resigns their employment within 12 months of completing the training, other than resignation due to ill health.

Clause 40. **MANAGEMENT OF ILL HEALTH IN THE WORKPLACE**

40.1 **Medical examination**

The Vice-Chancellor may require, in writing, any staff member whose capacity to perform the duties of his/her position is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

40.2 **Written notice**

The Vice-Chancellor will provide the staff member with written notice of not less than one (1) month that a medical examination is required.

40.3 **Application to superannuation fund**

Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the

period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 40.1 will lapse forthwith and no further action will, subject to 40.5, be taken by the Vice-Chancellor under this clause.

40.4 **Ill health poses a threat**

If, in the view of the Vice Chancellor, the staff member's ill-health poses an immediate threat to the well-being of the staff member, other University staff, students or affiliates, the Vice-Chancellor may suspend the staff member immediately and require a medical examination to be carried out at the earliest possible date. The suspension will be with pay for up to 10 working days, or until the medical examination is carried out, whichever comes first.

40.4.1 The Vice Chancellor may extend the period of paid leave beyond 10 working days in circumstances where it can be shown that a suitable medical examination cannot be carried out in that period.

40.5 **Temporary disability benefit**

Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of 40.2.

40.6 **The medical report**

A copy of the medical report made by the medical practitioner pursuant to 40.1 will be made available to the Vice-Chancellor and to the staff member.

40.7 **Separation**

If the medical examination reveals that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice-Chancellor may, subject to 40.8, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or where no notice is specified, a period of 6 months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such resignation is offered, will accept it forthwith and not proceed with action to terminate employment.

40.8 **Medical review panel**

If within fourteen (14) days of the report being made available, the staff member or a person acting on the staff member's behalf so requests, the Vice-Chancellor will not terminate the employment of the staff member in accordance with 40.7 unless and until the findings of the report are confirmed by a Review Panel consisting of three medical practitioners, one of whom will be appointed by the University, one by the staff member or a person acting on his or her behalf, and one by the President of the Northern Territory branch of the Australian Medical Association. The Review Panel will not include the practitioner who made the initial report. Confirmation does not require a unanimous decision.

40.8.1 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume within a reasonable period, the medical practitioner or Review Panel of medical practitioners appointed pursuant to this clause will as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

40.9 **Legislation pre-eminent**

The provisions under this clause shall not displace or override any existing workers compensation schemes whether Territory or Federal, including WorkCare and WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.

40.10 **Failure to undergo medical examination**

The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within twelve (12) months, and may act accordingly; provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

Clause 41. **RESIGNATION**

41.1 **Notice periods**

Higher Education and VET staff on continuous employment wishing to terminate their employment are required to provide six (6) months in writing. This may be reduced in exceptional circumstances by agreement between the University and the staff member.

41.2 General staff are required to provide written notice in accordance with the following:

41.2.1 Staff members up to and including HEW 7, two (2) week's written notice; or

41.2.2 A staff member including HEW 8 and above, four (4) week's written notice.

41.3 The University may choose to accept a lesser period of notice or make a payment in lieu of notice.

41.4 **Fixed-term contract**

Notwithstanding provisions incorporated elsewhere in this clause, a staff member on a fixed term contract of two (2) years or less may resign his/her employment by providing no less than four (4) weeks notice in writing.

41.5 **Wages in lieu of notice**

If a staff member provides notice that is less than the period specified in this clause, the University may retain a sum equal to the value of a staff member's wages or other entitlements for the period of difference between the actual and prescribed notice periods.

41.6 Notwithstanding the notice requirements of this clause the University may choose to accept a lesser period of notice.

Clause 42. **ABANDONMENT OF EMPLOYMENT**

42.1 If a staff member fails to attend work without contacting his/her supervisor to explain the absence, the University will attempt to contact the staff member by telephone. If the staff member cannot be contacted by phone and fails to attend on the following two (2) working days without contacting his or her supervisor to explain the absence, the staff member will be deemed to have abandoned his or her employment.

42.2 The University will provide the staff member an additional two (2) weeks to provide a satisfactory explanation for the absence. If a satisfactory explanation is not provided in writing to the General Manager, HR Operations, in this period, the staff member's employment may be terminated without further notice at the end of the (2) two week period.

42.3 Communication by "text message" via a mobile telephone does not constitute contact under this clause.

Clause 43. **TERMINATION OF EMPLOYMENT**

43.1 The Vice-Chancellor may terminate a staff member's employment for serious misconduct, or unsatisfactory performance after being satisfied that the procedures under this Agreement have been followed by giving notice or payment in lieu of notice in accordance with Clause 44 of this Agreement.

43.2 Notwithstanding the notice provisions of Clause 44 the Vice-Chancellor may dismiss a staff member for serious misconduct without notice.

Clause 44. **NOTICE OF TERMINATION**

44.1 The University may terminate a staff member's employment by providing the staff member with notice in accordance with the following table:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

44.2

44.3 Where the staff member is 45 years of age or older and has completed two years continuous service with the University the notice period required to be given by the University will be extended by one week.

Clause 45. **VOLUNTARY RETIREMENT**

45.1 Offers of voluntary retirement (VR) made to staff members will be on the following terms:

45.1.1 Voluntary retirement may be offered to continuing staff members who are fifty five (55) years or older.

45.1.2 Eligible staff may be invited by the Vice-Chancellor to apply for VR under the benefits of the scheme.

45.2 A staff member who wishes to access VR must apply in writing to the Vice-Chancellor.

45.2.1 The Vice-Chancellor may decide to approve the application having regard to the staffing needs of the University.

45.3 The maximum benefit payable to a staff member whose application has been approved by the Vice-Chancellor shall be two (2) weeks salary for each year of service, with a maximum payment of fifty-two (52) weeks' salary.

45.3.1 This benefit will be additional to the staff member's other entitlements on retirement.

45.4 Notwithstanding Clause 40, the University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with Clause 40 provided that:

45.4.1 Any such offer will be with the agreement of the staff member; and

45.4.2 Any lump sum benefit will be calculated at a rate of two (2) weeks' salary for each year of service, but with no obligation upon the University to pay beyond a maximum of fifty-two (52) weeks' salary.

Clause 46. **REPAYMENT OF RELOCATION EXPENSES**

46.1 Staff who received relocation expenses at the commencement of their employment and resign within two (2) years may be required to repay a pro rata amount, other than when the resignation is due to ill health.

46.2 The University is authorised to withhold any amount owing on termination towards this repayment.

Part 4 Leave

Clause 47. **PUBLIC HOLIDAYS**

47.1 Staff members will be entitled to gazetted public holidays observed in the State or Territory in which they work. Alternatively, a day in lieu at single time may be substituted by agreement between the individual and their supervisor.

Clause 48. **ANNUAL RECREATION LEAVE**

48.1 The University recommends that all staff take at least twenty (20) days leave per annum.

48.2 Staff are entitled to thirty (30) days recreation leave for each completed year of continuous service. Leave is accumulated and credited monthly from the date of commencement of employment with CDU.

48.3 Staff employed under Senior Staff Contracts as outlined in Clause 25 may have their recreation leave entitlement varied as part of the contract.

48.4 A staff member may "cash out" (be paid in lieu of such leave) ten (10) days leave per annum as a lump sum in any one accrual year. In order to cash out leave, two (2) weeks leave must be taken concurrently.

48.5 All staff are required to take leave during Christmas closedown as determined by the Vice-Chancellor. The Vice-Chancellor will provide three (3) months notice to staff in advance of the Christmas closedown. The

normal closedown will be no more than two (2) calendar weeks.

- 48.6 All staff (other than casual staff) will receive an annual leave loading paid in the first pay period in December each year. The maximum leave loading is based on the following:
- 48.6.1 The male adult weekly ordinary time earnings as defined by the Australian Bureau of Statistics for quarter ending August of the year in which the loading is paid (\$weekly earnings x 17.5% x 6 weeks). Part-time staff receive a pro-rata payment.
- 48.7 All leave other than during Christmas closedown is to be approved in advance.
- 48.8 Leave planning is a local activity between a staff member and supervisor. All staff are required to submit a leave plan by 31 March. New staff will normally be expected to develop a leave plan within the first six months of employment.
- 48.9 The University may direct a staff member to take up to two (2) weeks leave if the staff member accrues a leave balance of forty (40) days unless agreement has been reached with the staff member's supervisor and a leave plan is in place to utilise some reasonable portion of the accrued leave.
- 48.10 A staff member may purchase an additional four (4) weeks recreation leave per annum by taking a proportional reduction in their salary. Leave under this sub-clause must be agreed with the staff member's supervisor and a leave plan unitising all of the staff member's recreation leave must be submitted to People Management and Development within two (2) weeks of the agreement being reached.
- 48.11 A staff member who falls ill while on recreation leave may seek reimbursement of the recreation leave to the extent of the personal leave claimed by contacting People Management and Development upon their return to work. The staff member must have obtained a medical certificate covering the period of personal leave claimed.
- 48.12 In exceptional circumstances, the University may cancel annual recreation leave without reasonable notice. If this occurs, staff members will be reimbursed for actual reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

Clause 49. **LONG SERVICE LEAVE**

- 49.1 The terms and conditions for long service leave are covered by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 49.2 The Long Service Leave entitlement is comprised of two components:
- 49.2.1 The entitlement accrued during continuous employment at the University; and
- 49.2.2 Prior service with an eligible employer recognised (upon application) by the University.
- 49.3 Prior service recognition is normally applied only to the qualifying period for accessing Long Service Leave. Prior service will be recognised in the value of the entitlement only to the extent that the prior employer has transferred finances from that institution to the University to be credited to the entitlement.
- 49.4 Eligible staff may access their entitlement to long service leave after seven (7) years of service recognised by the University (the qualifying period).
- 49.5 Sick leave is not available to a staff member on Long Service Leave.

Clause 50. **PERSONAL LEAVE**

- 50.1 All eligible staff are entitled to paid personal leave (sick leave and carer's leave). During the first two (2) years of continuous service with CDU the entitlement is fifteen (15) days per annum and twenty (20) days per annum thereafter.
- 50.2 A full year's leave entitlement is credited to eligible staff on commencement of employment with CDU and on their anniversary date each year thereafter. Notwithstanding, fixed-term contract staff on contracts of twelve (12) months or less will receive two (2) days after two (2) months and one day per month thereafter up to a maximum

of fifteen (15) days per annum.

- 50.3 Child care workers are entitled to unlimited paid leave under this clause if they provide a medical certificate stating that they are suffering from an infectious disease and on return to work they provide a medical certificate stating that they are no longer infectious.
- 50.4 The maximum continuous period of sick leave on full pay immediately prior to retirement will be fifty-two (52) weeks.
- 50.5 An staff member who is ill while on annual leave for one day or longer who produces satisfactory medical evidence may apply for sick leave and have the annual leave re-credited to the extent of the period of sick leave granted.
- 50.6 A staff member cannot claim sick leave while on paid maternity leave.
- 50.7 **Workers Compensation**
There is no entitlement to pay leave under this clause for a staff member absent from work because of personal injury or illness for which the staff member is receiving compensation payable under a Commonwealth or Territory law, unless that law allows otherwise.
- 50.8 **Continuous Service**
Paid leave under this clause does not break a staff member's continuity of service and counts as service for all purposes except as prescribed by the Act.
- 50.9 **Notice Requirements**
Five (5) days leave may be taken annually without a medical certificate and no more than three (3) consecutive days may be taken without a medical certificate. This sub-clause applies to both sick leave and carer's leave.
- 50.10 **Contact**
To be entitled to leave under this clause a staff member must contact the University as soon as reasonably practicable (which may be either before or after the leave has started).
- 50.11 **Provide medical certificate**
Where a medical certificate is required to claim personal leave, the medical certificate must be forwarded to the staff member's supervisor within five (5) working days of the staff member's return to work.

Clause 51. **CULTURAL LEAVE**

- 51.1 All eligible staff may access accrued leave or leave without pay to attend ceremonial or cultural activities provided that reasonable notice is given and approval is obtained by the staff member's supervisor/manager.
- 51.2 Indigenous staff members are entitled to paid leave up to a maximum of five (5) working days, and leave without pay up to a maximum of ten (10) working days per calendar year for the purpose of fulfilling ceremonial obligations. Such obligations may be "traditional" or "urban" in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies.

Clause 52. **JURY AND/OR WITNESS LEAVE**

- 52.1 A staff member called for Jury Service or to attend an industrial tribunal shall be given paid leave for period that they would otherwise have been performing their normal duties.
- 52.2 Staff members will be required to present to the University, proof of their attendance from the Sheriff's office or the Deputy Industrial Registrar.
- 52.3 A staff member not attending for the whole day is required to return to duty for the remainder of the working day.
- 52.4 Leave under this process counts as continuous service for all purposes.
- 52.5 A staff member who attends as a juror shall pay to the University that part of the the jury service fee as the University thinks reasonable, having regard to:

- 52.5.1 the proportion of time spent each day as a juror; and
- 52.5.2 any expense incurred by the staff member in respect of that attendance.

Clause 53. **DEFENCE FORCE TRAINING LEAVE**

- 53.1 Staff members who are members of the Reserve Defence Forces shall be entitled to leave to participate in relevant training or instructional programs when required to attend.
- 53.2 Leave may be granted to attend one annual training camp and/or one school and/or course of instruction.

Clause 54. **EMERGENCY SERVICES LEAVE**

- 54.1 Staff who are members of the Northern Territory Emergency Service shall be entitled to leave in the event of a natural disaster or other catastrophic event when required to attend.

Clause 55. **WORKPLACE PARTICIPATION LEAVE**

- 55.1 Staff who have a recognised role in workplace relations and dispute resolution may apply for paid leave to attend external meetings, training and related activities. Leave under this clause may be approved for up to six (6) days per annum subject to the operational requirements of the staff member's workplace.
- 55.2 Leave under this clause counts as service for all purposes.
- 55.3 Approval must be sought from the General Manager HR Operations through the staff member's supervisor.

Clause 56. **PARENTAL LEAVE**

- 56.1 Parental Leave includes Maternity, Paternity and Adoption Leave.
- 56.2 The University provides maternity and parental leave for staff in recognition that maternity leave is a basic necessity to assist women achieve equality in the workplace and that paternity and adoption leave are basic necessities for all staff reconciling their work and family responsibilities.
- 56.3 The University will not refuse employment or dismiss a staff member, or take any other action that disadvantages a staff member, on the grounds of pregnancy, possible pregnancy, a request for parental leave, or a possible request for parental leave.
- 56.4 Periods of Recreation Leave, Long Service Leave, or Leave without Pay taken contiguous with Maternity Leave will be regarded as Parental leave.
- 56.5 **Common provisions**
 - 56.5.1 Sick leave is not available during periods of Parental Leave unless specifically otherwise noted.
 - 56.5.2 Under no circumstances can other paid work be undertaken during absences of Parental Leave.
 - 56.5.3 A staff member on approved Parental Leave may take recreation leave or Long Service Leave in lieu of unpaid periods of Parental Leave.
 - 56.5.4 Periods of approved Parental Leave will not break the continuity of service of a staff member.
 - 56.5.5 Leave and benefits of staff members on approved Parental Leave will be limited as follows:
 - a Periods of paid Parental Leave will count as continuous service for the accrual of entitlements; and
 - b Periods of unpaid Parental Leave will not count as service for leave purposes, incremental progression or superannuation.
 - 56.5.6 **Notice**

A staff member will provide to the delegated officer:

 - a no less than four (4) weeks' notice of the date of commencement of leave and the duration;
 - b no less than four (4) weeks' notice to any variation of leave arrangements, except by

- Agreement with the University;
- c confirmation of their intention of returning to work by written notice not less than four (4) weeks prior to the end of the Parental Leave.

56.5.7 **Return to work**

A staff member returning from Parental Leave is entitled to return to their substantive position, or, if that is not practical, an alternative appropriate position.

- a Staff members returning to work after Parental Leave may return on either a full-time or part-time basis, subject to the operational needs of the workplace and the mutual agreement of the delegated officer and the staff member.
- b Where the staff member returns on a part-time basis salary and entitlements will be adjusted accordingly.

56.6 **Maternity leave**

Staff members who have completed ten (10) or more month's continuous paid service preceding the expected date of birth will be entitled to a component of paid maternity leave.

- 56.6.1 Staff who have completed twelve (12) months continuous paid service preceding the expected date of birth will be entitled to fourteen (14) weeks leave on full pay, twenty-eight (28) weeks on half pay, or a combination of the two with approval of the University.
- 56.6.2 A staff member who has completed less than twelve (12) months continuous paid service preceding the expected date of birth, but has completed eleven (11) or more months continuous paid service preceding the expected date of birth, will be entitled to twelve (12) weeks leave on full pay, twenty-four (24) weeks on half pay, or a combination of the two with approval of the University.
- 56.6.3 A staff member who has completed less than eleven (11) months continuous paid service preceding the expected date of birth, but has completed ten (10) or more months continuous paid service preceding the expected date of birth, will be entitled to ten (10) weeks leave on full pay, twenty (20) weeks on half pay, or a combination of the two with approval of the University.
- 56.6.4 **Nominate leave**
The staff member must nominate the manner in which the leave will be taken at the time of application. Subsequent variation of leave arrangements is possible with approval of the University.
- 56.6.5 **Medical evidence**
A staff member is required to provide medical evidence certifying the expected date of birth not less than ten (10) weeks before the expected date of birth.
 - a Upon providing medical evidence, the staff member will be credited with an additional five (5) days of sick leave, to be used for medical checkups or illness directly related to the pregnancy.
- 56.6.6 **Commencing leave**
Paid leave should commence no less than six (6) weeks before the expected date of the birth. If a staff member wishes to continue work during the six (6) week period prior to the expected date of birth, medical evidence is required stating that no medical obstacle to the continuation of work exists.
- 56.6.7 **Minimum leave**
A staff member is required to remain absent for not less than six (6) weeks after the actual date of birth, except where medical evidence is provided recommending an earlier return.
- 56.6.8 **Transfer to safe job**
Where satisfactory medical evidence is provided, illness or risks arising out of the pregnancy or hazards connected with the position assigned to the staff member make it inadvisable for the staff member to continue at her present work, the staff member will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 56.6.9 If the transfer to a safe job is not practicable, the staff member may, or the employer may require the

staff member to take leave for such period as is certified necessary by a registered medical practitioner.

56.6.10 **Leave without pay**

Staff members may take Maternity Leave without pay as follows:

- a In addition to the paid maternity leave entitlement, staff who have completed twelve (12) months continuous paid service preceding the expected date of birth may take leave without pay to the balance of twelve (12) months continuous leave within the period from twenty (20) weeks before the expected date of birth to fifty-two (52) weeks after the date of birth.
- b A staff member who has not completed twelve (12) months continuous paid service preceding the expected date of birth will be entitled to a maximum of twenty-six (26) weeks' Maternity Leave without pay within the period from twenty (20) weeks before the expected date of birth to twenty-six (26) weeks after the date of birth.

56.6.11 **Subsequent leave**

Maternity leave is an individual entitlement and there is no restriction on the number of times a staff member may take maternity leave. However, a staff member may not proceed on a second or subsequent period of paid maternity leave until she has served twelve (12) months' effective paid continuous service from the date of re-commencement of duty following a previous period of Maternity Leave.

56.6.12 **Flexibility**

Prior to taking maternity leave, sick leave, recreation leave, time off in lieu or flexible work arrangements can be used for medical checkups or illness directly related to the pregnancy.

56.6.13 **Contract may not be extended**

The University is not required to extend a fixed-term appointment of employment solely by reason of a period of maternity leave. Where a staff member takes maternity leave during a period of probation, the probation will be suspended until the staff member returns to work.

56.6.14 **Reasonable Adjustment**

An staff member may access paid miscellaneous leave not exceeding the equivalent of two (2) days per week following full-time return to work up to the child's first birthday. Such leave can be used to assist in maintaining or re-establishing career aspirations, facilitating care arrangements and/or breastfeeding purposes.

56.6.15 **Transfer to safe job**

Upon returning to work, where satisfactory medical evidence is provided, illness or risks to the breastfeeding mother or baby connected with the work assigned to the staff member make it inadvisable for the staff member to continue at her present work, the staff member will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- a If the transfer to a safe job is not practicable, the staff member may, or the employer may require the staff member to take leave for such period as is certified necessary by a registered medical practitioner.

56.6.16 **Breastfeeding**

A staff member who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.

- a The University will establish at least one breastfeeding location in each of the Casuarina, Palmerston and Alice Springs campuses during the period of this Agreement.

56.6.17 **Termination of pregnancy**

Where the pregnancy of a staff member, not then on Maternity Leave, terminates after twenty-eight (28) weeks other than by the birth of a living child, she will be entitled to one-half of the benefits in subclause 56.6. The staff member may elect to take sick leave in place of the period of leave without pay described in subclause 56.6. The staff member may take additional leave without pay for a period certified as necessary by a registered medical practitioner before her return to work.

56.7

Paternity Leave

A staff member who is a father of and/or who accepts the responsibility for the care and maintenance of an expected or newly born child is entitled to Paternity Leave.

56.7.1 Staff members with twelve (12) months or more continuous paid service will be entitled to up to fifty-two (52) weeks Paternity Leave of which five (5) days may be taken as Personal Carer's Leave on full pay, or ten (10) days on half pay, or a combination of the two with approval of the University, and the balance as Leave Without Pay.

a Where the staff member's partner is also a staff member of the University, the aggregate periods of Maternity and Paternity Leave cannot exceed fifty-two (52) weeks.

56.7.2 A staff member who has completed less than twelve (12) months continuous paid service preceding the expected date of birth, but has completed eleven (11) or more months continuous paid service preceding the expected date of birth, will be entitled to up to twenty six (26) weeks Paternity Leave of which four (4) days may be taken as Personal Carer's Leave on full pay, or eight (8) days on half pay, or a combination of the two with approval of the University, and the balance as Leave Without Pay.

56.7.3 A staff member who has completed less than eleven (11) months continuous paid service preceding the expected date of birth, but has completed ten (10) or more months continuous paid service preceding the expected date of birth, will be entitled to up to twenty six (26) weeks Paternity Leave of which three (3) days may be taken as Personal Carer's Leave on full pay, or six (6) days on half pay, or a combination of the two with approval of the University, and the balance as Leave Without Pay.

56.7.4 A staff member who has completed less than ten (10) months continuous paid service preceding the expected date of birth will be entitled to up to twenty six (26) weeks Paternity Leave without pay.

56.7.5 **Carer's leave**

Any paid Personal Carer's leave component of Paternity Leave may be taken in separate periods of not less than one day at a time.

56.7.6 Paternity Leave cannot be extended beyond the child's first birthday.

56.7.7 Both partners, where employed by the University, will not take unpaid Parental Leave at the same time.

56.7.8 **Evidence**

An application for Paternity Leave must be accompanied by:

a satisfactory medical evidence or a Statutory Declaration;

b the expected date of birth or the actual date of birth; and

c details of leave approved for the partner where the partner is also a staff member of the University.

56.8

Adoption leave

A staff member with twelve (12) months continuous paid service preceding the date of taking custody of the child, as specified on a statement from an adoption agency or government authority, will be entitled to a period of up to fifty-two (52) weeks leave of which three (3) weeks will be Adoption Leave on full pay, the remainder being Adoption leave without pay.

56.8.1 The three (3) weeks paid leave will be taken at the time of the placement of the child.

56.8.2 Where both prospective parents are staff members of the University, only one will be entitled to the period of paid leave.

56.8.3 Adoption Leave applies only to the adoption of children under five (5) years of age.

- 56.8.4 Adoption Leave does not apply where the staff member adopts, or takes custody of a child or step-child of the staff member, or a child who has previously lived with the staff member for more than six (6) months

Clause 57. **OTHER PAID FAMILY LEAVE**

57.1 **Foster Parent Leave**

A staff member with twelve (12) months continuous paid service preceding the date of taking custody of the child is entitled to three (3) weeks paid foster parent leave.

57.2 **Child Rearing Leave**

A staff member with twelve (12) months continuous paid service shall be entitled to fifty two (52) weeks leave without pay to care for a child up to the child's sixth birthday.

57.2.1 Leave under this clause may not be approved with less than three (3) months advanced notice.

57.3 **Compassionate Leave**

A staff member shall be entitled to up to three (3) days paid leave in the event of a family bereavement or where a family member is terminally ill or is suffering from a life threatening injury.

Clause 58. **OTHER PAID LEAVE**

- 58.1 The Vice-Chancellor may approve other paid leave under special circumstances such as attendance at significant social or community events, time off in lieu for working excessive hours or significant time spent travelling outside ordinary working hours.

Part 5 Miscellaneous

Clause 59. **POSITION CLASSIFICATION DESCRIPTORS**

- 59.1 General staff positions will be classified in accordance with the General Staff Position Classification Standards set out in Schedule D.
- 59.2 Teaching and research staff positions (Higher Education and VET) will be classified on appointment in accordance with the Minimum Standards for Academic Levels and VET Position Classification Standards set out in Schedules E and F, respectively.
- 59.3 The review and subsequent changes to the Position Classification Standards and the Minimum Standards for Academic Levels will be undertaken in accordance with Clause 9. No staff member will be classified at a lower level as a result of any change made and any amendment to the Standards will have the effect, and will either be read as having the effect, only of enhancing the capacity of staff to gain access to higher paid classifications, or will be neutral in its effect. Notwithstanding 59.1 and 59.2 above, once the review is completed, and subject to this sub-clause, Position Classification Standards and Minimum Standards for Academic Levels determined as a consequence of the review shall be published on the University's website, and shall be substituted for Schedules D, E and F.

Clause 60. **INTELLECTUAL FREEDOM**

- 60.1 Consistent with the University's Code of Ethics, the University recognises the right to freedom of opinion and expression. In the University context, this includes the rights of staff members to:
- 60.1.1 Participate in the decision-making processes of the University, including the right to express opinions about the operations of the University in internal University forums, to build a sound understanding of the issues and exchange ideas;
- 60.1.2 Pursue critical and open inquiry, publish research and scholarly works and, consistent with the University's academic processes, freely discuss, teach, assess and develop curricula in their area of expertise;

- 60.1.3 Participate in public debates and express opinions about issues and ideas relevant to their particular acknowledged knowledge base;
 - 60.1.4 Participate in public debates and express opinions about issues and ideas related to tertiary education policy, and the role of tertiary education in society, more generally;
 - 60.1.5 Participate in professional and representative bodies, including unions, and engage in community service; and
 - 60.1.6 Express the above views, consistent with the University's Code of Ethics, without fear of harassment, intimidation or unfair treatment.
- 60.2 From time to time, University staff may engage in contract research and other activities that, as part of funding conditions, place restrictions on publication of various aspects of the work, including results. Nothing in this clause will be read or applied so as to purport to exclude, restrict or modify relevant contractual obligations, including Confidentiality obligations, or relevant legislation, including Privacy legislation. In circumstances that are perceived to be contrary to the health and safety of others or contrary to accepted ethical or moral standards, the staff member is to refer the matter to the University Ethics Committee for advice.

Clause 61. INTELLECTUAL PROPERTY

- 61.1 University recognises that staff who are originators of Intellectual Property have the right to participate in decisions regarding the use and commercial exploitation of the Intellectual Property they create and are entitled to an agreed share of any profits from such commercial exploitation.

Clause 62. INDIGENOUS EMPLOYMENT

- 62.1 The University supports Indigenous participation in the workplace, including through a formal Indigenous Employment Attraction and Retention Strategy (IES).
- 62.2 The IES will be underpinned by the following principles:
- 62.2.1 Respect for the cultural/social and religious practices by Indigenous Australians
 - 62.2.2 Recognition of Indigenous knowledge as a significant contributor to other bodies of knowledge
 - 62.2.3 Recognition of scholarship that Indigenous staff bring to the University
 - 62.2.4 Recognition of intellectual property of Indigenous communities; and
 - 62.2.5 The importance of Indigenous ceremonial activities, cultural practices and identity.
- 62.3 The University will ensure that the following measures are undertaken in support of the IES:
- 62.3.1 Annual reporting to Council including data on the number, positions, promotion rates, reclassification and professional development of Indigenous staff; and
 - 62.3.2 Development of appropriate actions for promoting Indigenous employment.
- 62.4 The University shall maintain a senior management position, where practical filled by an Indigenous person, with responsibilities including but not be limited to:
- 62.4.1 Oversight, coordination and development of the IES; and
 - 62.4.2 Oversight of the development and implementation of cross cultural training.
- 62.5 The University will set a target for Indigenous employment:
- 62.5.1 The proportion of Indigenous staff at the University shall equal or exceed the proportion of Indigenous Higher Education students.
 - 62.5.2 The proportion of Indigenous staff should not reduce.
- 62.6 During the life of this Agreement the University, in consultation with the unions, will develop specific provisions relating to conditions of employment for Indigenous staff including but not limited to:
- 62.6.1 Professional development; and
 - 62.6.2 Promotion and career development.

62.7 The University and the unions agree to meet annually or sooner if agreed, to discuss the implementation of the IES. The consultation shall include Indigenous staff members.

Clause 63. **AIRFARE ENTITLEMENTS**

63.1 Staff members with an entitlement to Recreation Leave Airfares will continue to receive their current entitlement under this Agreement.

Clause 64. **DISTRICT ALLOWANCE (DA)**

64.1 The University will maintain the existing DA arrangements applicable to individual staff members in effect as of the date of lodgment of this Agreement.

64.2 The University, in consultation with the parties to this agreement, will review the existing DA arrangements over the course of this Agreement to inform discussion for the next Agreement.

Clause 65. **FACILITIES AND RESOURCES**

65.1 Existing arrangements shall be maintained in respect of union on-campus accommodation and access to facilities and systems.

Clause 66. **NO FURTHER CLAIMS**

66.1 No further claims will be made prior to the nominal expiry date of this Agreement.

Schedule A General Staff Specific Provisions

Clause 67. GENERAL STAFF SALARIES AND ALLOWANCES

Full time salary rates	% increase	% increase	% increase
Percentage increase	4.5%	3%	2%
Date	Sign on	31-Oct-09	01-Feb-10
HEW Level	\$ / annum	\$ / annum	\$ / annum
1	34,290	35,318	36,025
2	36,342	37,432	38,181
3	42,170	43,435	44,304
4.1	42,542	43,818	44,695
4.2	43,465	44,769	45,664
4.3	44,388	45,720	46,635
4.4	45,315	46,675	47,608
*SH4	46,232	47,619	48,571
5.1	46,238	47,625	48,578
5.2	48,088	49,530	50,521
5.3	49,940	51,438	52,466
5.4	51,786	53,340	54,406
5.5	53,637	55,246	56,351
6.1	54,749	56,391	57,519
6.2	55,671	57,341	58,488
6.3	56,596	58,294	59,460
6.4	57,523	59,249	60,434
6.5	58,444	60,197	61,401
7.1	59,187	60,962	62,182
7.2	60,664	62,484	63,734
7.3	62,144	64,008	65,289
7.4	63,625	65,534	66,844
7.5	65,107	67,060	68,401
SH7	66,724	68,726	70,101
8.1	66,585	68,583	69,955
8.2	68,801	70,865	72,282
8.3	71,023	73,154	74,617
8.4	73,245	75,442	76,951
8.5	75,462	77,725	79,280
SH8	77,279	79,597	81,189
9.1	77,681	80,012	81,612
9.2	78,789	81,152	82,776
9.3	79,901	82,298	83,944
9.4	81,007	83,438	85,106
9.5	82,121	84,585	86,277
10	83,229	85,726	87,440
10.1	85,553	88,120	89,882
10.2	87,877	90,514	92,324
10.3	90,201	92,907	94,765
10.4	92,525	95,301	97,207

*Salary Horizon introduced as part of the award restructuring process 1993. Not available to new staff since that date. Part-time staff paid on pro-rata basis determined by fraction of full-time work load.

67.1

Increments

The movement between increment levels will be determined by successfully obtaining a demonstrable addition to

skills or work value during the relevant calendar period.

67.2 **Casual rates of pay**

Casual staff members are paid the hourly rate based on 73 1/2 hours per fortnight plus a casual loading of 25%.

Clause 68. **SHIFT WORK**

68.1 Staff who are required to work a rostered shift will be paid an allowance in accordance with the following table, provided that where more than one allowance may be applicable, a staff member shall be paid the highest of the applicable rates:

Shift worked	Allowance
Day shift Starting at or after 6.00 am and before 10.00 am Monday to Friday	115% of the normal rate of pay for all time worked before 8.00a.m.
Afternoon shift Starting at or after 10.00 am and before 8.00 pm Monday to Friday	115% of the normal rate of pay for all time worked
Night shift Any shift starting after 8.00 pm and before 6.00 am Monday to Friday	115% of the normal rate of pay for all time worked
For a period exceeding four weeks	130% of the normal rate of pay for all time worked
Saturday shift Between midnight Friday and midnight Saturday	150% of the normal rate of pay for all time worked
Work done outside of the staff member's ordinary shift hours	200% of the normal rate of pay for all time worked outside of the staff member's ordinary shift hours except where the work is due to late relief in which case 150% of the normal rate will be paid for the first 8 hours and 200% thereafter.

68.2 A maintenance, security, child care or cleaning staff member who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights will be paid 150% of the normal rate of pay for all time worked.

68.3 The maximum rate of payment under this Agreement will be computed on the maximum salary of the Higher Education Worker Level 7.

68.4 The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based on salary.

Clause 69. **ON-CALL ALLOWANCE**

69.1 On-call allowance is paid to a General staff member (other than casual and trainee staff) who prior to ceasing ordinary duty, is instructed, that he/she is or may be required to attend for extra duty sometime before his/her next normal time of commencing duty, and the staff member is to be contactable and available to return to duty without delay or within a reasonable time of being recalled, will be paid an allowance. The allowance paid is \$6.91 per night or \$17.15 for a day and a night.

Clause 70. **JOB EVALUATION**

70.1 **General Staff**

The Higher Education Worker (HEW) 10 level classification structure is the basis for defining work value and establishing, evaluating and reviewing classifications of general staff positions at the University.

70.2 **Technical Staff**

Over the course of this Agreement, the University will modify the existing HEW classification structure to enable

remuneration across the entire HEW scale for roles requiring specialist professional areas of knowledge such as accounting, information technology and human resources.

70.3 **Classification/Reclassification**

The Position Classification Standards (PCS) are the basis for all general staff classifications. A current position description detailing roles and responsibilities is to be maintained for all general staff positions by the relevant cost centre and a copy provided to the General Manager Human Resource Operations.

70.4 Criteria for having a position evaluated include:

70.4.1 establishment of a new position;

70.4.2 significant evolutionary change of an existing position resulting in a significant ongoing net addition in work value; and

70.4.3 a significant restructure of the cost centre and its work environment with a major redistribution of duties.

70.5 Generally, an application for classification may be submitted by either the supervisor or the staff member (with comments from their supervisor) through the senior manager to the General Manager HR Operations who will then make a recommendation on merit to the Executive Director, Corporate Services to arrange evaluation.

70.6 The subsequent evaluation will be undertaken by experts trained in the evaluation of such applications in line with the established position descriptors. The ensuing recommendation is then forwarded to Executive Director, Corporate Services for approval.

70.7 Following an evaluation the incumbent of a position that has been reclassified may be directly appointed to that position if it is proven that they are performing their duties to a high standard and already meet all the requirements of the reclassified position.

70.8 Where the incumbent cannot demonstrate the performance level required, the position will be advertised either internally or externally.

Clause 71. **RETRENCHMENT**

71.1 **Notice period**

A staff member made redundant will be given four (4) week's written notice. If the staff member is 45 years or older and has 5 years continuous service they will be given five (5) week's written notice.

71.2 **Separation package**

A staff member whose employment is redundant will be paid a sum equal to two (2) weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service and all accrued annual recreation leave, long service leave and leave loading.

71.2.1 Notwithstanding the provisions elsewhere in this clause, the minimum sum payable as redundancy pay on termination will be four (4) weeks' salary and the maximum will be 48 weeks' salary.

71.2.2 A payment under this clause is based on either the average weekly wage over the previous 12 months of employment with the University or the current wage rate or annual salary, whichever is the greater.

71.3 **Removal expenses**

A staff member is entitled to removal/relocation expenses in accordance with University guides and processes. This allowance must be utilised within 90 days notification.

Clause 72. **REDEPLOYMENT**

72.1 Should a staff member seek redeployment in accordance with a decision made under Clause 30 the provisions of this clause shall apply.

72.2 **Counselling**

Redeployees will be counselled by People Management and Development about their rights and responsibilities (in the presence of their representative/s if so requested) and the opportunities relating to retraining and other career

opportunities.

72.3 **Skills and experience**

Redeployees will be considered for job vacancies elsewhere in the University with respect to:

- 72.3.1 skills/qualifications, background and experience;
- 72.3.2 designation/classification level;
- 72.3.3 salary level (allowances, or loadings and other like payments would continue to apply only if applicable);
- 72.3.4 expressed desires in respect of alternative employment;
- 72.3.5 re-training requirements; and
- 72.3.6 preferred work location.

72.4 **Maximum period**

The maximum redeployment period is six (6) months from the date of written notification.

72.5 **Suitable employment**

Redeployees will be provided with suitable employment for the duration of the redeployment period which may involve being placed in one or more positions.

- 72.5.1 "Suitable employment" does not include a placement in a lower classification unless agreed.

72.6 **Financial arrangements**

If a fixed-term placement is arranged alternative financial arrangements will normally be negotiated for that period with the cost-centre in which the placement is made.

72.7 **Rejects reasonable job offer**

If a redeployee unreasonably rejects an offer of suitable employment the Vice-Chancellor may terminate the staff member's employment with notice in accordance with the Act.

72.8 **No suitable employment**

Where a redeployee is unable to be placed in suitable employment or retrained, the redeployee may be retrenched in accordance with this Agreement.

72.9 **Deployment of staff**

The University maintains the right to deploy staff to undertake duties within any organisational unit. Such deployment would normally:

- 72.9.1 only occur after discussion with the staff member or work group concerned;
- 72.9.2 be at the staff member's substantive classification level; and
- 72.9.3 where it was determined that the staff member had the necessary knowledge, skills and relevant experience to satisfy the selection criteria for the position to which they are assigned, or as a staff development initiative.

Clause 73. **WORK CLOTHING**

73.1 Uniforms and protective clothing will be issued to general staff in accordance with the University guidelines on uniforms and protective clothing.

73.2 The initial issue shall be as follows, unless other specified in the University guidelines:

- 73.2.1 **Work Teams**
5 shirts, 5 trousers/shorts, protective safety boots/shoes.
- 73.2.2 **Grounds Staff**
5 shirts, 5 trousers/shorts, protective safety boots/shoes, and sunscreen & hats.
- 73.2.3 **Custodial Staff**
5 shirts, 5 trousers/shorts, and protective safety boots/shoes.
- 73.2.4 **Cleaning Staff**
5 shirts, 5 skirts/culottes/trousers/shorts, protective safety boots/shoes, and sunscreen & hats.

73.2.5 **Stores Staff**
5 shirts, 5 trousers/shorts' and protective safety boots/shoes.

73.2.6 **Administrative and Counter Staff**
As determined by the local area manager.

73.2.7 **Laboratory Staff**
Laboratory coats as determined by the local area manager and protective safety boots/shoes.

73.3 In addition to the above listed items, Raincoats shall be provided to those whose work requires them to be outside during the wet season.

73.4 Aside from safety boots/shoes, all items will be supplied on commencement of employment and replaced annually except in the case of ripped or damaged clothing which will be replaced sooner. Safety boots/shoes will be replaced after 18 months or earlier if damaged or worn out.

73.5 All items of clothing and equipment supplied in accordance with this clause remain the property of the University and are required to be returned to the University by the staff member upon termination of employment.

73.6 In the event that CDU is unable to fit staff with appropriate clothing, the staff member may be reimbursed, up to a maximum amount agreed between CDU and the union, toward the cost of purchased/tailored clothing.

Schedule B Higher Education Academic Staff Specific Provisions

Clause 74. HIGHER EDUCATION ACADEMIC SALARIES

74.1 Full time salary rates

Classification	Level	Step	4.5% increase	3% increase	2% increase
			Sign on	31-Oct-09	01-Feb-10
			\$ / annum	\$ / annum	\$ / annum
Jnr Research Assoc		1	42,815	44,100	44,982
		2	44,213	45,539	46,450
		3	46,893	48,300	49,266
Associate Lecturer	A	1	46,893	48,300	49,266
Research Associate		2	49,571	51,058	52,079
		3	52,251	53,818	54,895
		4	54,930	56,578	57,709
		5	57,108	58,821	59,998
		6*	59,284	61,063	62,284
		7	61,464	63,308	64,574
		8	63,639	65,548	66,859
Lecturer	B	1	66,988	68,998	70,378
Research Fellow		2	69,503	71,588	73,020
		3	72,010	74,170	75,654
		4	74,525	76,761	78,296
		5	77,036	79,347	80,934
		6	79,550	81,936	83,575
Senior Lecturer	C	1	82,062	84,524	86,215
Senior Research Fellow		2	84,576	87,113	88,855
		3	87,085	89,698	91,492
		4	89,599	92,287	94,132
		5	92,109	94,872	96,770
		6	94,624	97,462	99,412
Associate Professor	D	1	98,810	101,774	103,810
Principal Research Fellow		2	102,157	105,222	107,326
		3	105,508	108,673	110,846
		4	108,856	112,122	114,364
Professor	E		127,280	131,098	133,720
Professorial Research Fellow					

74.2 Part-time staff are paid on a pro-rata basis determined by the fraction of full-time work undertaken.

74.3 Increments

The movement between increment levels will be determined by successfully acquiring addition to skills or work value during the relevant calendar period.

Clause 75. **CASUAL EMPLOYMENT HOURLY RATES**

75.1 The calculation of casual rates for higher education academic staff will be based on three (3) base-rate building blocks with the following formulae:

75.1.1 Lecturing rate and higher marking rate

(Second step of full time Level B scale/313 x 12)
-----+ 25% (casual loading)
73.5

75.1.2 Other duties involving full subject coordination or possession of a relevant doctoral qualification

(Sixth step of full time Level A scale/313 x 12)
-----+ 25%.
73.5

75.1.3 All other duties

(Second step of full time Level A scale/313 x 12)
-----+ 25%.
73.5

75.2 **Lecturing**
A casual staff member required to deliver 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, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered, according to the Lecturing rate.

75.2.1 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days, and any marking and student consultation reasonably contemporaneous with it.

75.2.2 For the purposes of this clause, the term "lecture" means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

75.3 **Tutoring**
A casual staff member 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, reasonably contemporaneous marking and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the Tutoring rate.

75.3.1 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days, and any marking and student consultation reasonably contemporaneous with it.

75.3.2 For the purposes of this clause, the term "tutorial" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

75.4 **Musical Accompanying with Special Educational Service**
For musical accompanying, the casual staff member will be paid for each hour of accompanying, as well as for one (1) hour of preparation time for each hour of accompanying delivered at the Musical Accompanying rate.

75.4.1 For the purposes of this subclause the term "musical accompanying with special education service" means the provision of musical accompaniment to one or more students or staff in the course of teaching

by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

75.5 **Clinical Nurse Educators**

A casual academic staff member required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, according to the Undergraduate Clinical Nurse Education rate.

75.5.1 For the purposes of this subclause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

75.6 **Marking**

Marking other than marking under 75.2 and 75.3 will be paid according to the Marking rate.

75.7 **Other Required Academic Activity**

A casual staff member required to perform any other required academic activity as defined in 75.7.1 will be paid an hourly rate of \$24.37, or \$27.00 if he/she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

75.7.1 For the purposes of this clause, “other required academic activity” will include but not be limited to work of the following nature:

75.7.2 the conduct of practical classes, demonstrations, workshops, student field excursions;

75.7.3 the conduct of clinical sessions other than clinical nurse education;

75.7.4 the conduct of performance and visual art studio session;

75.7.5 musical coaching, repetiteurship, and musical accompanying other than with special educational service;

75.7.6 development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;

75.7.7 consultation with students;

75.7.8 supervision; and

75.7.9 attendance at departmental and/or faculty meetings as required.

75.8 **Casual Demonstrator Rate**

In situations where a single demonstrator attends to classes (without a tutor or lecturer being present) the demonstrator will be paid at the higher demonstrator rate which is designated as “rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification”.

75.8.1 The higher rate will also apply for the main demonstrator where a group of demonstrators are attending to a class (without a tutor or lecturer being present).

75.8.2 All other demonstrators will be paid the normal rate.

Clause 76. **HOURS OF WORK AND TEACHING**

76.1 The nominal hours of work for higher education academics will be worked between the hours of 7.30 am and 10.00 pm on any five (5) days out of seven (7) provided that a staff member will not be required to teach more than three (3) evening sessions per week without agreement.

76.2 A staff member will not normally be required to undertake scheduled teaching on weekends. However, if weekend work is required the supervisor will consult with the staff member and seek to address any issues of concern.

76.3 Scheduled teaching on weekends, public holidays, before 8am or after 9.30pm will be specifically recognised in the workloads weighting formula of the Academic Unit.

- 76.4 The current University practice of conducting teaching sessions outside the traditional teaching periods that are arranged directly between the Head of the Academic Unit and the staff member will continue.
- 76.5 Hours worked over the course of the calendar year will be benchmarked against 1,650 hours of work allocated to an staff member by his/her supervisor, adjusted for approved leave other than annual leave, public holidays and University holidays.

Clause 77. **PRINCIPLES FOR PROMOTION**

- 77.1 Academic promotion is based on demonstrated leadership and contribution in one or more University Core Business areas supported by internal and external assessment. Expectation will vary in accordance with the seniority of the position.
- 77.2 Where promotion is sought on the basis of leadership and contributions in only one core business area, which would typically arise from the staff member being explicitly employed to service one area of business only, then the needs of the organisation in relation to having a staff member at a higher academic level dedicated to that one area must also be taken into account.

Clause 78. **RETRENCHMENT**

- 78.1 These provisions apply to academic staff holding continuing appointments and do not apply to fixed-term contract staff, probationary or casual staff.

78.2 **Notice Period**

Affected staff will be provided with notice comprised of the following components:

78.2.1 Eight (8) week transition period component;

78.2.2 Age based component:

78.2.3	AGE	78.2.4	NOTICE IN WEEKS
78.2.5	45 years and over	78.2.6	22
78.2.7	40 to 44 years	78.2.8	20
78.2.9	39 years or under	78.2.10	18

78.2.11 The balance of the notice period is determined by adding three (3) weeks' notice for each completed year of continuous paid service with the Charles Darwin University.

78.2.12 The maximum period of notice will be seventy-four (74) weeks.

78.3 **Working out the notice**

A staff member may apply to work out all or part of the period of notice. If there are suitable duties for the staff member to undertake which will result in sufficient work being available to occupy the time fraction on which the academic staff member is employed, the University will use its best efforts to allow this to occur. This may be either work the staff member has been engaged in previously or work designed to retrain the staff member. If the University has no work for the staff member to undertake, the staff member will receive payment in lieu of notice.

78.4 **Transition Period**

The eight [8] week transition period will commence immediately upon written notification of termination being given to the staff member. By the expiration of four (4) weeks from the commencement of the transition period, the staff member must advise to the University which of the following options the staff member chooses:

78.4.1 Early separation;

78.4.2 Review of the decision by the Vice-Chancellor; or

78.4.3 Seek redeployment within the University.

- 78.5 **Termination**
Where a staff member fails to exercise the options in this clause their employment will be terminated at the completion of the transition period and they will be paid out the balance of the notice period.
- 78.6 **Letter of Certification**
A staff member who has been given notice of termination may request a letter signed by the Vice-Chancellor certifying that he/she is the occupant of a position deemed to be surplus to the requirements of the organisation.
- 78.7 **Early Separation**
A staff member who has been given notice and seeks early separation will receive payment in lieu of the remainder of the notice period.
- 78.7.1 The sum payable to a staff member pursuant to this sub-clause will not exceed the salary that would be payable if the staff member continued in employment to a previously agreed retirement date.
- 78.7.2 All payments under this sub-clause will be calculated on the staff member's salary at the date of cessation of employment.
- 78.8 **Review**
A staff member who has been given notice of termination may apply to the Vice-Chancellor within four (4) weeks of such notice, for a review of the decision to terminate his or her employment, on the grounds that the University had not followed the required procedures and/or the University did not use fair and objective criteria in making the decision to terminate.
- 78.8.1 Upon receiving such an application, the Vice-Chancellor will immediately refer it to a review panel with the same constitution and procedural powers and functions as those established under Clause 35.
- 78.8.2 The Review Panel will make recommendations to the Vice-Chancellor within three (3) weeks.
- 78.8.3 The Review Panel will provide the staff member adequate opportunity to put forward a verbal or written submission relating to the process in question and will conduct the investigation in an expeditious manner.
- 78.8.4 If the Review Panel does not complete its deliberation within the time frames above, it must make application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion.
- 78.8.5 Should the Review Panel determine that the process was complied with by the University; the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the staff member.
- 78.8.6 Should the Review Panel make a finding that the University did not act according to the principles outlined in Clause 30, the matter will be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action having regard to the findings of the review panel.
- 78.9 **Review fails**
Should the staff member fail in his or her review application, the staff member will, at the completion of the eight (8) week transition period:
- 78.9.1 where it has been agreed that the staff member will work out his or her notice period, commence working out his or her period of notice; or
- 78.9.2 have his/her employment terminated.
- 78.10 **Pay in lieu of notice**
The staff member will then receive upon termination, payment in lieu of the notice period prescribed in clause 78.2.
- 78.10.1 The sum payable to a staff member pursuant to this subclause will not exceed the salary that would be payable if the staff member continued in employment to their retirement date. All payments under this subclause will be calculated on the staff member's salary at the date of cessation of employment including allowances and/or loadings if applicable.

78.11

Relocation Expenses

A staff member who has been made redundant and who was recruited from outside the Northern Territory will be entitled to receive additional severance payments to assist with relocation expenses where such relocation takes place within ninety (90) days of their termination of the employment or where the staff member can justify to the Vice-Chancellor within the ninety (90) days that the staff member will be relocating within a reasonable period after the expiration of the ninety (90) days.

78.11.1 Such payments are intended to be a contribution rather than full payment of removal expenses and are inclusive of any associated insurances expenses.

78.11.2 Where a staff member has relocation expenses outlined in their conditions of appointment that provide a greater benefit than those outlined in this clause, those conditions will apply in lieu of this clause.

Clause 79.

REDEPLOYMENT

79.1

The eight (8) week transition period in 78.2.1 will be particularly devoted to redeployment. The University is committed to redeploying staff who are surplus to the University's requirement whenever this is reasonably practicable and the staff member concerned elects to be considered for redeployment.

79.2

Should the staff member seek redeployment, the University shall endeavour to find a suitable vacant position.

79.3

Should the staff member accept redeployment to another position the staff member will not be regarded as surplus to requirement and all termination processes will cease.

79.4

Redeployees (and a representative if they wish) will be counselled by PMD and briefed on:

79.4.1 options for retraining;

79.4.2 measures that could be taken to avoid termination;

79.4.3 further counselling;

79.4.4 job vacancies within the University; and

79.4.5 offer the staff member redeployment to a suitable vacant position where such a position exists.

79.5

"Suitable vacant position" means a position at the same classification level of the staff member that the staff member has the skills and qualifications to undertake.

79.6

If a staff member is redeployed to a permanent position elsewhere in the University and has to move house to a new geographic location to take up the new position, the Vice-Chancellor may authorise the reimbursement of reasonable costs associated with the relocation of the staff member and his/her family.

79.7

Following a staff member accepting a relocation referred to in 79.6, the Vice-Chancellor may authorize the payment to the staff member of an allowance comprising two-thirds of the expenses necessarily incurred by the staff member and his/her family for residing at a hotel or boarding-house for up to four weeks (4) before moving to the new location. Where the redeployee fails to find a suitable position and following the completion of the eight (8) week transition period the redeployee will either:

79.7.1 work out his/her notice period, or

79.7.2 have his/her employment terminated and provided with notice or payment in lieu of notice as prescribed in sub-clause 78.2. The sum payable under this sub-clause shall not exceed the salary that would be payable if the staff member continued in employment to their retirement date. All payments under this sub-clause will be calculated on the staff member's salary at the date of cessation of employment including allowances and/or loadings if applicable.

79.8

Where the staff member having elected redeployment unreasonably rejects an offer of redeployment to a suitable vacant position the Vice-Chancellor may terminate his or her employment with compensation in lieu of notice as provided in Clause 44.

Clause 80. **ACADEMIC SUPERVISION**

80.1 Each academic staff member will have a nominated supervisor and will be advised in writing of the name and position of the nominated supervisor.

80.2 The supervisor will within three months of being nominated receive appropriate training in academic staff assessment techniques.

Schedule C VET Staff Specific Provisions

Clause 81. VET STAFF SALARY RATES

81.1 Full time salary rates

		4.5% increase	3% increase	2% increase
		Sign on	31-Oct-09	01-Feb-10
Classification	Step	\$ / annum	\$ / annum	\$ / annum
Category I	1	40192	41398	42226
	2	43204	44500	45390
	3	46561	47958	48917
	Advance by Vacancy			
Category II	4	55183	56839	57975
	5	56856	58562	59733
		Progression Assessment		
	6	59369	61150	62373
	7	62048	63909	65187
	8	64310	66240	67565
		Progression Assessment		
	9	67242	69259	70644
	10	71062	73193	74657
	Advance by Promotion			
Category III	1	74928	77176	78720
	2	77644	79973	81573
	3	82002	84462	86151
	Advance by Promotion			
Category IV	1	85401	87963	89722
	2	88623	91282	93108
	3	92773	95556	97467

81.2 Casual Hourly Rates

		4.50%	3.00%	2.00%
		increase	increase	increase
		sign on	31-Oct-09	01-Feb-10
		\$ / annum	\$ / annum	\$ / annum
Rate 1	Complex	89.95	92.65	94.51
Rate 2	Less complex	71.96	74.12	75.60
Rate 3	Non award	45.54	46.91	47.85
Rate 4	Vocational skills trainer	28.17	31.27	31.89

81.2.1 The hourly rate of casual pay for course lecturing shall be based on the following formula:

(Fourth step of full time Category II scale/313 x 12)

----- Plus 25% casual loading

73.5 (hours per fortnight)

81.2.2 Lecturers delivering courses shall be paid either of the following rates, depending on the complexity of the work involved, the preparation required, and the extent of the marking and assessment of students:

Rate 1	Ratio = 1:1.5
May involve: complex subject material, detailed preparation, marking and student assessment	For every hour lecturing, one and a half hour's preparation
Rate 2	Ratio = 1:1
May involve: less complex material, limited preparation, reduced Marking and assessment	For every hour lecturing, one hours preparation

81.2.3 The hourly rate of casual pay for non- course lecturing shall be based on the following formula:
(Third step of full time Category I scale/313 x 12)

$$\frac{\text{-----}}{73.5 \text{ (hours per fortnight)}} \text{ Plus 25\% casual loading}$$

81.2.4 Lecturers delivering non courses shall be paid the following rate:

Rate 3	Ratio = 1:0.5
Restricted to non Lecturing	For every hour taught, an additional half hours preparation

81.2.5 The casual rate for Vocational Skills Trainers shall be paid in accordance with Rate 4.

81.3 **Market forces and incremental progression**

There will be occasions when market forces must be taken into account when employing VET Lecturers and salary levels negotiated. In cases where a salary point is negotiable, the lecturer concerned shall not be permitted to move any more than two steps on the incremental scale unless teacher training or experience similar to that outlined in Position Classification Standards VET Category II: Lecturer Progression.

81.4 With respect to new appointees, a Certificate IV in Training and Assessment (or equivalent) is required within 12 Months of commencing, unless otherwise agreed with the Director VET. A failure to complete the qualification within this timeframe will be grounds for immediate termination.

81.5 **Part time**

Part-time staff are paid on a pro-rata basis according to the fraction of full-time work performed.

81.6 **Increments**

The movement between increment levels will be determined by the staff member successfully acquiring additional skills or work value during the relevant calendar period.

Clause 82. **RETRENCHMENT**

82.1 **Voluntary redundancy**

If a staff member volunteers to accept termination of employment by reason of redundancy and the staff member's employment is terminated by the University accordingly, the staff member will receive six (6) month notice or payment in lieu of notice.

82.2 If during the period of notice the staff member wishes to terminate within the six (6) month the balance of the notice period will be waived and the staff member will receive payment for the balance of the period or four weeks pay,

whichever is the lesser.

82.3 Redundancy payment

The staff member shall be paid a redundancy payment of:

82.3.1 a sum calculated at the rate of two weeks' salary per completed year of service with the University, to a maximum entitlement of fifty-two (52) weeks' salary; and

82.3.2 payment on a pro rata basis for long service leave calculated on completed years of service.

82.4 All payments under this sub-clause shall be calculated on the staff member's salary at the date of cessation of employment and the benefits in this sub-clause are in lieu of any other notice period, access to a scheme of redeployment or other redundancy benefit.

82.5 Involuntary redundancy

Where a staff member is not a volunteer for redundancy and the University terminates the employment of the staff member for reason of redundancy the following benefits will apply:

82.5.1 either notice as per the Act or the contract of employment of the staff member, plus:

82.5.2 if the staff member is over 45 years of age, twelve (12) months notice of termination,

82.5.3 if the staff member is over 40 years of age but under 45 years, notice according to the following scale:

Age	Notice
40	7 months notice
41	8 months notice
42	9 months notice
43	10 months notice
44	11 months notice

82.5.4 If the staff member is less than 40 years of age, six (6) months notice is required.

82.6 Severance pay

In addition to the prescribed notice the staff member shall receive severance pay in respect of a continuous period of service:

82.6.1 Up to the completion of 2 years service: 4 weeks pay

82.6.2 2 years and up to the completion of 3 years: 6 weeks pay

82.6.3 3 years and up to the completion of 4 years: 7 weeks pay

82.6.4 4 years and over service: 8 weeks pay

82.7 Use of sick leave

If a staff member is ill during a period of notice and provides the University with a medical certificate to this effect stating the period of illness the notice prescribed by this clause will be extended for that period.

82.8 Employment interviews

Staff made redundant under this clause may apply for time off up to three [3] days leave with full pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member may apply for reimbursement of reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

Clause 83. REDEPLOYMENT

83.1 The University is committed to averting job losses and will in the first instance and where suitable alternative employment is available place redeployees in jobs.

83.2 Relocation expenses

If a staff member is redeployed to a permanent position elsewhere in the University (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of his/her position being surplus to requirements and, as a consequence, is not reasonably practicable for the staff member to remain in his/her existing residence, the staff

member shall be entitled to all reasonable expenses associated with moving household to a new locality.

83.3 **Retraining**

Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of his/her position being surplus shall be reimbursed to the staff member.

83.4 **Salary maintenance**

Where, as an agreed measure to mitigate the effects of a staff member's position being surplus to requirements, the staff member is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, normal salary shall be maintained during the arrangement for up to eleven (11) months.

Clause 84. **ADVANCEMENT WITHIN LECTURER CLASSIFICATION**

84.1 Movement to the next salary point within the Lecturer classification will occur when a staff member has, over the preceding twelve (12) months, acquired and demonstrated effective use of additional skills, experience and competencies within the ambit of the classification and in accordance with University priorities. For this purpose the staff member will be assessed against relevant criteria used in the PDRS.

84.2 If the requirements under clause 84.1 are not met the staff member will not progress to a higher pay point until such time as the requirements are met.

84.3 Movement to the next highest salary point will be effective from the anniversary date. In cases where a PDRS is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibility and/or competencies, in which case the date of acquisition will be the effective date.

84.4 A staff member who has been on unpaid leave in excess of three months, in aggregate in any twelve month period, will have the review delayed by the period of absence. Any resultant increase will also be delayed by the period of absence.

84.5 An annual PDRS review will be conducted for all full-time and part-time staff members. Such review will be confidential.

84.6 The aims of this review will at least include:

84.6.1 Assessment of performance and use of skills against the requirements of the classification;

84.6.2 Identification of the staff development and training needs of the staff member in order:

- a To enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long-term priorities of the organisational unit and/or the University;
- b To identify performance objectives; and
- c To ensure continued satisfactory performance within the ambit of the classification.

Clause 85. **VET WORKLOADS**

85.1 VET lecturers will normally undertake no more than 55.5 hours per two weekly periods of direct teaching activities and the performance of related teaching duties including:

85.1.1 attendance in the classroom and on-line delivery;

85.1.2 organisation and preparation of lesson plans;

85.1.3 preparation of lesson notes and teaching aids;

85.1.4 familiarisation with the syllabus; and

85.1.5 assessments.

85.2 Within the components of direct teaching activities and related duties as described in 85.1, components described in 85.1.1 will not normally account for more than two-thirds of the time. Deviation from this benchmark will require agreement with the individual staff members involved.

- 85.3 The provisions of Clause 27 shall apply where VET lecturers exceed 111 hours of direct teaching activities and the performance of relating teaching duties as described in 85.1 during any four (4) week period.
- 85.4 VET lecturers will be allocated VET non-teaching time of no less than thirty six (36) hours each four (4) week period to undertake the following administrative duties:
- 85.4.1 Attend staff meetings and professional development
 - 85.4.2 Attend to email, phone calls and customer enquiries
 - 85.4.3 Undertake tasks as provided within their PDRS
 - 85.4.4 Maintain engagement with industry employers, professional groups, such as industry engagement groups
 - 85.4.5 Maintain roll books, resulting, training plans, graduate selection reports, timetabling tasks
 - 85.4.6 Prepare and maintain documents that support the team's compliance with AQTF2007 and IE standards. This includes Learning and Development Strategies.
- 85.5 VET lecturers must advise their supervisor as soon as practical of any issues that are likely to impact on their capacity to access VET non-teaching time.
- 85.6 Where a VET lecturer feels that his/her teaching and learning quality is falling below University standards because of issues related to workloads, the lecturer may appeal to the team leader for an assessment of workload.

Clause 86. RETURN TO INDUSTRY

- 86.1 Staff members previously employed in industry may be granted up to twelve months' leave without pay to return to their industry, appropriate to their teaching, in order to keep abreast of new skills and trends within the industry.
- 86.2 Provided that the total leave under this clause will not exceed twelve months on any one occasion except with the approval of the Vice-Chancellor.
- 86.3 Leave granted under this clause will count as service for the purposes of:
- 86.3.1 salary advancement;
 - 86.3.2 accumulation of personal leave;
 - 86.3.3 long service leave entitlements;
 - 86.3.4 recreation leave airfare entitlements.

Clause 87. NON-ATTENDANCE TIME

- 87.1 VET staff may take up to two weeks paid non-attendance time, inclusive of public holidays that fall within the period of non-attendance time, each calendar year.
- 87.1.1 Lecturers who transferred to Charles Darwin University upon the cessation of Centralian College and remain employed at the Alice Springs campus may take up to six weeks non-attendance time, inclusive of public holidays that fall within the period of non-attendance time, each calendar year.
- 87.2 Conditions for taking non-attendance time are as follows:
- 87.2.1 A leave plan for the year that includes the requested non-attendance time they are seeking must be completed and approved.
 - 87.2.2 The leave plan must ensure all recreation leave credits are zero at the end of the year.
 - 87.2.3 All grades for units taught wholly by the staff member will be entered on the system before any non-attendance leave will commence.
 - 87.2.4 All assessment information, including marks, for units that are partly taught by the staff member have been passed to the Team Leader/ Customer Service Officer.
 - 87.2.5 All assigned activities or actions are progressing satisfactorily by the time of the leave, such as development tasks outlined in their PDRS.
 - 87.2.6 Contact details for the period you are on Non Attendance Time, including a telephone number and postal address.

- 87.3 Once approved, staff taking non-attendance time are required to remain in contact with the organisation and be able to deal with any of the issues that have been the basis of approval.
- 87.4 Non-attendance time does not accrue and can not be carried forward from year-to-year, unless approved by the Director VET. Approval will only be provided in exceptional circumstances when planned non-attendance time has been cancelled at the request of CDU and an opportunity to reschedule it was not practical within the given calendar year.

Schedule D HEW Position Classification Standards

Definitions

Definition 1:	Supervision
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

Definition 2:	Qualifications
Within the Australian Qualifications Framework,	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

Definition 3:	Classification dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational

	knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.
	This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

HIGHER EDUCATION WORKER LEVEL 1

Training level or qualifications

Staff at the base of this level would not be required to have formal qualifications or work experience upon engagement. Staff engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry, which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, Trainee for level 2 duties.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

HIGHER EDUCATION WORKER LEVEL 2

Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

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

Organisational knowledge

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 staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

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

A staff member 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.

Typical activities

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

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

HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

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

- completion of a trades certificate or Certificate III, or

- completion of Year 12 or a Certificate II, with relevant work experience, or

- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

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

- assist in setting up routine experiments

- monitor experiments for report to a technical officer

- assist with the preparation of specimens

- assist with the feeding and care of animals.

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

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

- standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, and
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

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

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative 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.

Typical activities

In trades positions:

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

In technical positions:

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

In library technician positions:

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions

- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems
- plan and set up spreadsheets or data base applications
- be responsible for providing a full range of secretarial services, e.g. in a faculty
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience, or
- completion of an advanced diploma qualification and at least 1 year's subsequent relevant work experience, or
- completion of a diploma qualification and at least 2 years' subsequent relevant work experience, or
- completion of a Certificate IV and extensive relevant work experience, or
- completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician, or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

Judgement, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems.

In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical activities

In technical positions:

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

In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

In administrative positions:

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

In professional positions and under professional supervision:

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

HIGHER EDUCATION WORKER LEVEL 6

Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

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

Level of supervision

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

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff 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.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, 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.

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In administrative positions:

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

In professional positions:

- work as part of a research team

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

HIGHER EDUCATION WORKER LEVEL 7

Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving.

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve 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.

Typical activities

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or school.

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

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

HIGHER EDUCATION WORKER LEVEL 8

Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher or technical expert with a minimum of 5 years relevant information technology experience.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level

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

Organisational knowledge

The staff member 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.

Judgement, independence and problem solving

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

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Apply advanced technical skills in information technology.

HIGHER EDUCATION WORKER LEVEL 9

Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

Technical expert with a minimum of 7 years relevant information technology experience.

Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical activities

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

skills in relation to information technology issues and problems.

HIGHER EDUCATION WORKER LEVEL 10

Training level or qualifications

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

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

Occupational equivalent

Senior program, research or administrative manager; or technical expert with a minimum of 10 years relevant information technology experience.

Level of supervision

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

Task level

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

Organisational knowledge

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.

Judgement, independence and problem solving

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

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources. Manage a more complex function or unit where significant innovation, initiative and/or judgement are required. Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position. Apply leadership and advanced skills in information technology specifically in relation to complex problem solving and associated issues.

Broadbanding between levels

The purpose of a broadbanded structure is to provide opportunities for a staff member at one classification level to perform work at the next level. Managers in general need to reorganise work in order to provide these opportunities, and in some areas it may not be possible to do so. Details of the university processes relating to Broadbanding are contained in the guide to Position Classification Standards and Broadbanding.

The parties agree that competency barriers will apply for advancement from the lower to the higher HEW Level where a classification is broadbanded over two HEW levels. Staff can apply to have their competence assessed at any time but actual advancement to the next level can only be effected from the top of the lower level. Normally, new staff will commence at the lower level.

Competency Barriers between Hew Levels 1 and 2

To be advanced from HEW Level 1 to HEW Level 2 a staff member at Level 1 must have a demonstrated ability to:

1. perform her or his Level 1 routine daily tasks to the required standard, while subject to routine supervision only;
2. display an adequate knowledge of all major items covered in the agreed induction training course for Level 1;
3. utilise properly and effectively the tools, chemicals, equipment etc. required for her or his normal daily Level 1 duties in accordance with operating manuals, workplace procedures and Occupational Health and Safety standards;
4. resolve typical or normal daily problems in her or his Level 1 work by reference to established procedures; and
5. has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 2 while subject to routine supervision only.

Competency Barriers between Hew Levels 2 and 3

To be advanced from HEW Level 2 to HEW Level 3 a staff member at Level 2 must have a demonstrated ability to:

1. perform her or his Level 2 routine daily tasks to the required standard, while subject to routine supervision only;
2. display an adequate knowledge of all major items covered in the agreed induction training course for Level 2;

3. utilise properly and effectively the tools, chemicals, equipment etc. required for her or his normal daily Level 2 duties in accordance with operating manuals, workplace procedures and Occupational Health and Safety standards;
4. resolve typical or normal daily problems in her or his Level 2 work by reference to established procedures; and
5. has shown skills, knowledge, attitudes and motivation to perform some of the routine tasks for Level 3 while subject to routine supervision only.

Schedule E Minimum Standards for Higher Education Academic Staff

Introduction

Minimum standards for levels of Higher Education academic staff, other than a casual staff member, are set out in this section. 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 will be structured according to local needs in areas of University core business, 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.

Minimum standards will not be used as a basis for claims for reclassification. Any dispute over the application of these standards will be resolved via the dispute resolution procedures in the collective agreement. The resolution of such disputes either through the dispute resolution process or arising from legal proceedings will not result in an academic being reclassified, appointed or promoted to a higher level other than in accordance with the normal promotion process.

Teaching and Research Academic Staff

Level A

An 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 professional discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics shall 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 co-ordinate 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 co-ordination 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 co-ordination 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 that 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.

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 their 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.

Schedule F VET Position Classification Standards

CATEGORY I: VOCATIONAL SKILL TRAINER

The parties have reached agreement on the position classification standards for VET staff salary structure. These standards describe the broad categories of responsibility attached to VET staff at different levels. The standards are not exhaustive of all tasks in such employment, which is by its nature multi-skilled and involves an overlap of duties between the levels. The standards provide an adequate basis to differentiate between the various levels of employment and define the broad relationships between classifications.

General Standard

A Vocational Skills Trainer is required to contribute to University core business, including by assisting student learning in theory and practical classes, but does not lecture. For the purposes of this subclause "under the supervision of a lecturer" means the Vocational Skills Trainer is supporting the teaching effort under the direction of a Category II or above Lecturer working on the same course or unit or in the same work area. It does not mean that the Vocational Skills Trainer can train and assess in a lesson independent from the Lecturer

Indicative Duties

Duties required of a Vocational Skills Trainer may include:

- Provide assistance in delivering approved programs under the supervision of a lecturer.
- Provide tutorial assistance in self-paced learning situations under the supervision of a lecturer.
- Demonstrate basic techniques to small groups of students, including supervising practical components of relevant programs.
- Contribute to and participate in subject planning and development of training in relevant programs.
- Undertake limited practical assessment under the supervision of a Lecturer, where appropriate.
- Organise training resources and monitor safety aspects in particular areas of concern.
- Consult with students including the provision of information on training/courses.
- Perform limited administrative functions.
- Attend faculty/department meetings and/or be a member of a limited number of parties.

Skill Base

A Vocational Skills Trainer will normally have qualifications and/or experience which meet the recognised national occupational competency standards relevant to the field/area and to the level of instruction. Where these do not exist, a Vocational Skills Trainer shall have at least two (2) years' experience in the relevant trade and have qualifications at least equal to the level of course/s to which the Vocational Skills Trainer is assigned.

Where possible, a Vocational Skills Trainer will be required to attain qualifications as specified by AQTF2007.

CATEGORY II: LECTURER, WORKPLACE ASSESSOR, TRAINER

General Standard

A Lecturer, Workplace Assessor, Trainer (hereafter called a Lecturer) is expected to contribute to University core business, including by the preparation and conduct of courses and programs for VET students to the standards required, to support VET clients external to the University and to carry out activities to maintain and develop his/her professional activities relevant to the discipline.

Indicative Duties

Duties required of a Lecturer may include:

- Research content of courses, training packages, lessons, learning and assessment materials.
- Select, adapt and develop appropriate learning and assessment strategies for the particular student group and teaching program.
- Plan and conduct individual lessons and courses in order to meet the needs of Training Packages and/or the accredited courses, the resources and facilities available as well as the student learning characteristics.
- Establish and maintain a learning environment in the classroom, workshop, community or industry setting.

- Undertaken workplace assessment.
- Participate in moderation and validation of assessment and assessment tools with other staff.
- Support continuous improvement within the team.
- Negotiate training plans for trainees and apprentices.
- Maintain appropriate industry engagement and relationships.
- Participate in curriculum development/ Training package implementation.
- Assess the competency of students, on entry, during and at the conclusion of courses.
- Provide specialist assistance to enhance each student's learning as well as counselling and educational support.
- Prepare and maintain workshops and equipment as necessary as well as other learning materials in print-based, audio visual and online computer media.
- Contribute to the administration of teaching programs and complete administration tasks relevant to teaching programs to ensure compliance with AQTF2007 and CDU business processes.
- Participate in the delivery of teaching and educational services to industry and the community through training needs analysis, skills audit, and consultancy to external clients.
- Attendance at CDU meetings and/or membership of a limited number of relevant industry groups.

Skill Base

A Category II Lecturer will normally have completed an initial qualification which will be skills equivalent to Australian Qualifications Framework (AQF) 3, for example:

- Trade Certificate or Tradesman Rights; or qualifications relevant to the field/area and to the level of instruction; or
- skills equivalent to AQF 3 in the relevant teaching discipline; or
- other skills deemed appropriate by the Vice-Chancellor; and
- a Certificate IV in TAA or equivalent. A Category II Lecturer appointed without this qualification will be required to complete this qualification, or an equivalent, within 12 months from the date of their appointment.

Once employed staff may be required to update their qualifications within a reasonable timeframe to the latest national qualification where the cost is covered by the University.

Progression

Progression through the salary scale will be based on an annual assessment of work performance as determined by the immediate supervisor in accordance with the University PDRS process. A staff member who is denied progression may seek an independent review.

In addition to an annual assessment of work performance additional evidence will be required for staff to progress between steps 5 and 6 and Steps 8 and 9.

Progression from Step 5 to step 6

VET lecturers who wish to progress from step 5 to 6 are expected to be able to provide evidence of:

- Ongoing industry competence and currency;
- Projects that they have led within the team that support the team in its industry or remote community focus;
- Examples of their Teaching and Learning excellence that has been of benefit to the team; and
- a commitment to ongoing Professional Development relevant to the team.

Progression from Step 8 to Step 9

VET Lecturers who wish to progress from Step 8 to Step 9 are expected to be able to provide evidence of:

- Ongoing industry competence and currency;
- Projects that they have led within the team that support the team in its industry or remote community focus;
- Examples of their Teaching and Learning excellence that has been of benefit to the team;
- Examples of them undertaking a Leadership role or function within the team;
- Evidence of their capacity and willingness to mentor and support new staff; and
- Demonstrated evidence of a commitment to ongoing Professional Development and capacity to lead this development within the team.

CATEGORY III: LECTURER, WORKPLACE ASSESSOR, TRAINER

General Standard

A Category III Lecturer, Workplace Assessor, Trainer (hereafter called a lecturer) is expected to contribute to University core business, by providing educational leadership through exemplary teaching practice, encouragement of innovation and support to other lecturers in curriculum development, training package implementation, excellence in approaches to implementation assessment, materials development in program organisation and delivery, and contribute to administration requirements. A VET Category III Lecturer would be a recognised teaching and learning leader within their Industry Division/ School and the Northern Territory.

A Lecturer at this level would have expertise within the discipline area, as well as the application of teaching methodologies appropriate to the broad spectrum of VET students within the Northern Territory. A Category III Lecturer is expected to contribute to the development of teaching programs and lecturers, through the provision of leadership and assistance to other lecturers.

Indicative Duties

Duties required of a Category III Lecturer may include, in addition to those duties required of a Category II Lecturer:

- Delivery of teaching and learning programs and educational leadership through support to other lecturers and demonstration of 'good practice'.
- Lead discussion and teams on workplace assessment.
- Lead staff in moderation and validation of assessment.
- A proven track record in supporting commercial activities within the team.
- Support continuous improvement within the team and lead projects to implement improvements.
- Maintain appropriate industry engagement and relationships at a Northern Territory Level.
- Design and development of teaching programs and educational services.
- Effective management and organisation of teaching through appropriate and relevant administrative tasks.
- Provide a mentoring role to less experienced lecturers.
- Deliver teaching and educational services to industry and the community.
- Participate in curriculum development or non-teaching roles within the field of expertise.
- Provide leadership to change teaching strategies and programs to incorporate technological change, change in student clientele, accreditation requirements and course review recommendations.
- Contribute to the Community and/or Industry through demonstrable achievement in the relevant field/or discipline.

Broad administrative functions

Attendance at CDU meetings and/or membership of a number of Industry groups relevant to CDU.

Skill Base

A Category III Lecturer will normally:

- have successfully completed a Diploma in TAA or equivalent (as determined by the Director VET);
- have successfully completed a Diploma in their discipline area;
- be able to provide examples of teaching and learning projects that have led to improvement of CDU teaching and learning outcomes within and Industry Division/ School;
- be able to provide examples and evidence of teaching and learning excellence, such as exemplary student, client, industry satisfaction;
- be required to undertake an annual teaching and learning project for the benefit of the his/her School or Industry Division as agreed with their NT Manager/ Head of School. This will be undertaken as part of normal duties; or
- have attained other skills deemed appropriate by the Vice-Chancellor.

CATEGORY III: TEAM LEADER

General Standard

A Team Leader at this level would have expertise within the discipline area, as well as the application of teaching methodologies appropriate to the broad spectrum of VET students within the Northern Territory. A Category III Team Leader is expected to contribute to the development of teaching programs and lecturers, through the provision of leadership and assistance to other lecturers.

Indicative Duties

Leading and Managing

- Ensure the effective development and delivery of high quality and relevant teaching programs and training services.
- Ensure team indicators are met through the provision of educational leadership, and effective management of physical, financial and human resources.
- Lead and ensure compliance with AQTF2007 within the team.
- Plan, develop and implement teaching programs to meet identifiable needs and evaluate the effectiveness of those programs.
- Develop, manage and continually improve Learning and Assessment strategies for training delivered by the team.
- Ensure teaching programs are conducted in the most cost efficient manner in regard to equipment and materials.
- Ensure administrative processes within the Team meet customer expectations and CDU organizational processes and accountabilities.
- Provide advice to management on program requirements, including the cost and resource implications of such programs, applying commercial principles to the delivery of services
- Co-ordinate and support the work teams with emphasis on innovative teaching and learning.
- Support and assist with professional development of staff
- Undertake teaching and assessment as required
- Perform other duties as requested by the Director VET as required.

Communication

- Develop and maintain close liaison with existing and potential clients and build markets.
- Represent CDU at industry events.
- Perform other duties as requested by their NT Manager as required.
- Encourage an environment characterised by equal opportunity, access and equity.

Skill Base

A Category III Team Leader will normally have:

- Education, training and/or relevant industry experience equivalent to completion of a degree in Management or relevant area.
- Contemporary industry knowledge relevant to the position together with an understanding of the education and training issues affecting the teams industry.
- A strong working knowledge of AQTF2007
- Demonstrate an ability to plan and determine the appropriate financial, physical and human resource needs of the team and the skills to manage these resources.
- Well developed research and analytical skills to assess client needs and to develop and implement appropriate responses.
- Demonstrated ability to lead and manage a team in a dynamic and increasingly competitive market.
- An understanding of contemporary management practices.
- A Certificate IV in Training and Assessment (or BSZ equivalence) or willingness to undertake and complete the qualification within 12 months of commencement is required. Industry specific qualifications or licenses may also be required.

CATEGORY IV: LECTURER

General Standard

A Category IV Lecturer is expected to contribute to University core business, including by provision of educational and administrative leadership through a relevant contribution to all activities of the Division or Faculty and governance of the University; and to play a significant role within the profession, industry group or discipline on a local and/or national basis and to foster excellence in the teaching effort of a School, Faculty or an interdisciplinary area.

A Lecturer at this level would have expertise within the discipline area, as well as the application of teaching methodologies appropriate to the broad spectrum of VET students within Australia.

Indicative Duties

Duties required of a Category IV Lecturer may include, in addition to those duties required of a Category III Lecturer:

- Participate in teaching through a distinguished personal contribution.
- Contribute significantly to the profession, and/or discipline at a national level.
- High level administrative functions.
- Development of educational policy and curriculum within the industry area discipline and/or discipline.
- Development of policy and administrative matters within the Industry Division/ Faculty School, Faculty or an interdisciplinary area within the University.
- Participation and leadership in industry and professional and commercial sectors at a national level.
- Contribution towards planning of the VET system both locally and nationally.
- Provide leadership in the implementation of change; demonstrate personal flexibility and ability in innovating and adapting the VET sector within the Lecturer's area of expertise both locally and nationally.

Skill Base

A Category IV Lecturer will normally:

- be required to undertake an annual teaching and learning project each year for the benefit of the University as agreed with the Director VET. This will be undertaken as part of normal duties;
- be able to provide examples of teaching and learning projects that have led to improvement of institutional CDU teaching and learning outcomes;
- be commercially orientated;
- have completed a Diploma of TAA and have experience in undertaking significant projects that broadens the capacity of the University;
- have completed a minimum of a Master's degree in education or management, or
- have attained other skills deemed appropriate by the Vice-Chancellor.

Signatories to the Agreement

Signed for and on behalf of the Charles Darwin University	full name	address
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Date	position
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Signed for and on behalf of the Community and Public Sector Union	full name	address
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Date	position
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Signed for and on behalf of the Liquor, Hospitality and Miscellaneous Union	full name	address
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Date	position
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Signed for and on behalf of the Australian Education Union (NT Branch)	full name	address
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Date	position
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Signed for and on behalf of the National Tertiary Education Industry Union (NT Branch)	full name	address
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Date	position
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Signed for and on behalf of the The Australian Manufacturing Worker's Union (AMWU) (NT Branch)	full name	address
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Date	position
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