

20 December 2018

The Hon Robert S French AC  
Secretariat for Review of Freedom of Speech  
Quality and Access Branch  
Higher Education Group  
Australian Department of Education and Training  
E: [freedomofspeechreview@education.gov.au](mailto:freedomofspeechreview@education.gov.au)

Dear Sir

Further to your letter of 29 November 2018, the following information is provided to assist the review of policies supporting freedom of expression and intellectual inquiry in Australian higher education.

Griffith University's Council takes steps to develop and maintain an institutional environment in which freedom of intellectual inquiry is upheld and protected, students and staff are treated equitably, the wellbeing of students and staff is fostered, informed decision making by students is supported and students have opportunities to participate in the deliberative and decision making processes of the higher education provider.

Council approves the University's Code of Conduct (Attachment A). Section 5.3 of the Code provides:

***Academic Freedom***

*Academic freedom is an essential element to the conduct of teaching and research in the University. It is recognised that academic staff will exercise academic freedom as they:*

- pursue critical and open enquiry;*
- research and publish;*
- teach, assess and develop curricula within the policies of the Academic Committee;*
- participate in public debates and express opinions about issues and ideas.*

*In exercising academic freedom, staff are expected:*

- to adhere to accepted scholarly standards;*
- to comply with University policies and the terms of their appointment;*
- to treat other staff and students with courtesy and respect.*

The Academic Enterprise Agreement 2017-2021 (Attachment B) sets out under clause 47 *Intellectual and Academic Freedom* the advice on academic freedom as detailed in the Code of Conduct and also provides that:

- Academic employees have the right to express unpopular or controversial views but this does not mean that they have a right to harass, vilify or intimidate;
- These rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely; and as institutions which must be accountable for their expenditure of public money.

Pursuant to s11 of the [Griffith University Act 1998](#), Academic Committee was established by the Council. Academic governance of the University has been delegated by Council to the Academic Committee and the Committee reports directly to the Council.

Academic Committee is the approving authority of the Responsible Conduct of Research policy (Attachment C) which outlines the standards of responsible and ethical conduct expected of all persons engaged in research under the auspices of Griffith University.

The University Campus Access and Use Policy (Attachment D) regulates access to University land, the conduct of anyone who enters that land and sets out steps the University may take when the policy is breached.

I trust the above will help inform the review being undertaken.

Yours sincerely



Peter Bryant  
Vice President (Corporate Services)

## Code of Conduct

<b>Approving authority</b>	University Council
<b>Approval date</b>	4 April 2016
<b>Advisor</b>	For advice on this policy, <a href="#">contact your HR Business Partner</a>
<b>Next scheduled review</b>	2021
<b>Document URL</b>	<a href="http://policies.griffith.edu.au/pdf/Code of Conduct.pdf">http://policies.griffith.edu.au/pdf/Code of Conduct.pdf</a>
<b>TRIM document</b>	2016/0000027
<b>Description</b>	This Code of Conduct provides guidance on expected standards of behaviour and how staff are to conduct their duties and related activities.

### Related documents

[Assets Policy](#)

[Authority to Sign Contracts and Agreements: Schedule of Delegations](#)

[Code of Practice for the Supervision of HDR Students](#)

[Conflict of Interest Policy](#)

[Consultancy and Commercial Research Policy](#)

[Equal Opportunity Policy](#)

[Expenditure of University Funds Guidelines](#)

[Financial Delegations Schedule](#)

[Fraud Control Policy](#)

[Gifts and Benefits Policy](#)

[Griffith University Academic Staff Enterprise Agreement](#)

[Griffith University General Staff Enterprise Agreement](#)

[Griffith Health Intramural Professional Practice Policy](#)

[Griffith University Code for the Responsible Conduct of Research](#)

[Guide to the Responsible Conduct of Commercialisation Activities](#)

[Health and Safety Policy](#)

[Individual Grievance Resolution Procedure](#)

[Information Security Policy](#)

[Intellectual Property Policy](#)

[Motor Vehicle Policy](#)

[Personal Relationships in the Workplace](#)

[Privacy Plan](#)

[Private Practice Guidelines to Conduct Clinical Practice within the Griffith Health Clinics](#)

[Private Practice Policy](#)

[Public Interest Disclosure Policy](#)

[Public Sector Ethics Act 1994](#)

[Purchasing Policy](#)

[Records Management Policy](#)

[Recruitment and Selection Policy](#)

[Recruitment and Selection Procedures](#)

[Social Media Guidelines](#)

[Students with Disabilities Policy](#)

[University Campus Access and Use Policy](#)

## 1. Introduction

This Code of Conduct, which forms part of the terms of employment for staff, sets out the University's expectations with respect to staff professional and personal conduct. A key purpose of the Code is to promote integrity through ethical decision-making and behaviour. The Code refers to a range of policies which provide more detailed information on the University's expectations and requirements.

Given the complexity of the modern university, a Code such as this, even with its associated policies, cannot provide definitive answers to all the integrity issues which may confront staff from time to time. Staff are required to exercise reasonable judgement regarding their professional and personal conduct and when necessary consult their supervisor or relevant central offices if they are unsure about how to act or deal with a particular situation or issue.

Staff are required to comply with the Code and associated policies. Breaches of the Code or policies may result in disciplinary action.

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## 2. Application and Scope

The Code applies to all circumstances where staff are performing work, duties or functions for the University, as well as related activities such as work-related functions, travel, conferences and any circumstances where they are attending as a University staff member. The Code also applies, as relevant, to members of the University Council and its Committees who are not staff of the University.

For the purposes of this Code, "staff" means continuing, fixed-term and casual staff, including senior management, executive, academic, general, visiting, honorary and adjunct, conjoint appointments and volunteers. Breaches of the Code will be dealt with in accordance with section 6, Compliance with the Code.

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## 3. University Statement of Values and Commitments

The University's [Strategic Plan](#) sets out the following nine values and commitments to guide delivery of its mission:

- Rigorous standards of scholarship
- Positively influencing our communities through our teaching, research and scholarly activities
- Recognising our location in the Asia-Pacific and deepening our engagement with the region
- Bringing disciplines together to address the key issues of our time
- Promoting the respect of individual rights and ethical standards
- Participatory decision making and problem solving
- Contributing to a robust, equitable and environmentally sustainable society
- Recognising and valuing diversity
- Recognising the unique place of First Peoples in Australian history and culture, and enabling their continued contribution to the nation

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## 4. General Expectations

In professional actions, and in dealing with other staff, students and the community, staff will be guided by the University's [Statement of Values and Commitments](#), the [University Strategic Plan](#), this Code, the University's policies and other documents contained within the [Policy Library](#).

The [Queensland Public Sector Ethics Act 1994](#) requires universities to have a Code of Conduct. The Act outlines four fundamental ethical principles which are considered essential to good public administration and should guide staff behaviour:

- integrity and impartiality;
- promoting the public good;
- commitment to the system of government;
- accountability and transparency.

### 4.1 Expectations

Staff are responsible for their own behaviour and are expected to conduct themselves in the following manner with regard to University activities:

- behave honestly, with integrity and in a way that upholds the values and reputation of the University;
- act in a cooperative, responsive and helpful manner;
- act with care and diligence;
- ensure fairness in decision making;
- treat everyone with respect and courtesy and without discrimination or harassment;
- use University property and money efficiently, carefully and honestly with due authorisation and without misappropriation;
- comply with the ethical standards and legal requirements of their profession;
- comply with all applicable laws;
- comply in a timely manner with any lawful or reasonable direction given by a person with the authority to give the direction.

The University expects its staff to remain informed about, act within the spirit of, and comply with University policies, directions and relevant legislation, as well as any regulatory requirements of their discipline or profession. Failure to act in accordance with these obligations will be dealt with in accordance with section 6 and can be a cause for investigation under the relevant misconduct provisions of the University Staff Enterprise Agreements. Breaches of, or non-compliance with these obligations should be reported to a relevant senior officer.

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## 5. Specific Expectations

Set out below are the key areas of expectation, obligation and responsibility for staff under the Code. Relevant policy and procedures are highlighted and linked for ease of reference.

### 5.1 A Safe Environment

The University is committed to ensuring the health, safety and well-being of its staff, students, contractors and visitors while undertaking work, study or research activities. All staff are responsible to ensure a [safe and healthy work environment](#).

Related documents and links:

[Health and Safety Policy](#)  
[Health and Safety Accountabilities](#)  
[Incident Reporting Procedures](#)  
[Health and Safety Resources](#)  
[Health and Wellbeing](#)

## **5.2 Fairness and Respect**

All members of the University are entitled to be treated with respect and provided equal opportunities regardless of personal, social, sexual or cultural characteristics. They should also experience a work and study environment free from discrimination, harassment, bullying or vilification. The University will investigate all complaints within its relevant policies and in accordance with anti-discrimination and other applicable laws. The University will not tolerate victimisation of complainants.

Staff members must use their official position properly and honestly. Improper use of a staff member's position includes actions which may result in detriment to the University or which result in real, potential or apparent advantage to a staff member, or any other person or organisation.

The nature of student/staff interactions and the role of supervisors and managers may place a staff member in a position of power over other staff and students. This imbalance of power creates the potential for undue influence of a student or more junior staff member, due to age or other factors such as the capacity to influence outcomes. In particular, the development of a personal or sexual relationship where a power imbalance exists creates the potential for abuse of position, for damage to the less empowered and potentially vulnerable individual, and for conflicts of interests. A staff member must not abuse or misuse a position of authority.

Related documents:

[Equal Opportunity Policy](#)  
[Grievance Resolution Procedures](#)  
[Recruitment and Selection Policy](#)  
[Recruitment and Selection Procedures](#)  
[Students with Disabilities Policy](#)  
[Workplace Harassment, Bullying and Discrimination Policy](#)  
[Conflict of Interest Policy](#)  
[Personal Relationships in the Workplace Policy](#)

## **5.3 Academic Freedom**

Academic freedom is an essential element to the conduct of teaching and research in the University. It is recognised that academic staff will exercise academic freedom as they:

- pursue critical and open enquiry;
- research and publish;
- teach, assess and develop curricula within the policies of the Academic Committee;
- participate in public debates and express opinions about issues and ideas.

In exercising academic freedom, staff are expected:

- to adhere to accepted scholarly standards;
- to comply with University policies and the terms of their appointment;
- to treat other staff and students with courtesy and respect.

## **5.4 Research Integrity**

The University is committed to maintaining an environment that fosters responsible research and a research culture that demonstrates honesty and integrity, respect for human research participants, animals and the environment, good stewardship of public resources used to conduct research, and responsible communication of research results.

The Code for the Responsible Conduct of Research applies to any person or organisation conducting research under the auspices of Griffith University.

Related documents:

[Code of Practice for the Supervision of HDR Students](#)  
[Griffith University Code for the Responsible Conduct of Research](#)

## **5.5 Intellectual Property**

The University has clear policy on how intellectual property (IP) is to be managed. This policy details the framework and associated processes which the University, staff and students are required to follow when dealing with IP developed at the University and staff are required to comply with all such provisions.

Related documents:

[Consultancy and Commercial Research Policy](#)  
[Guide to the Responsible Conduct of Commercialisation Activities](#)  
[Intellectual Property Policy](#)

## **5.6 Confidential Information**

Where the University holds confidential information staff must ensure that information is accessed only by those who have a legitimate need and lawful authorisation to do so. Staff must:

- respect the confidentiality and privacy of personal or commercial information entrusted to the University;
- disclose official information only in accordance with University policy or legal obligations;
- ensure that University information and files are kept secure;
- ensure that personal or confidential information is never used for individual gain or benefit, or that of a third party, nor to the detriment of the University, either while engaged or later.

Related documents:

[Information Security Policy](#)  
[Privacy Plan](#)  
[Records Management Policy](#)  
[Vital Records Policy](#)

## **5.7 Public Comment**

Staff have a right as citizens to participate in public debates on any matter. In doing so, staff are expected to act in a private capacity without referring to their University affiliation except where the matter in question falls within their professional expertise at the University. Professional expertise does not confer protection from action for defamation. Staff should be particularly conscious of the reach and impact of social media sites such as Facebook and Twitter.

Staff making public comments within their area of professional expertise and using their University affiliation should avoid giving the impression that they are representing any official view of the University. Public statements representing the official view of the University are authorised through the Office of Marketing and Communications.

Related documents:

[Social Media Guidelines](#)

## **5.8 Conflict of Interest**

A conflict of interest arises when a private interest conflicts with a staff member's duty as a University member. Such conflicts can influence decisions unfairly. Where a conflict of interest exists in reality or where others may perceive that it does, the University requires staff to declare it to a Head/Director, Chair of a committee, or other relevant person or body. As a general guideline staff must:

- comply with policies on conflict of interest, delegations and commercial activities;
- never use information obtained in the course of employment to gain advantage for themselves or anyone else;

- exclude themselves from any decision in which they have a personal interest. This may involve a personal benefit or vested interest or one that involves family, friends, former employees or business contacts. It may also involve prejudice against a particular person or outcome.

Full details of the policy and procedures are set out in the [Conflict of Interest Policy](#) and the [Personal Relationships in the Workplace Policy](#).

Related documents:

[Conflict of Interest Policy](#)  
[Personal Relationships in the Workplace Policy](#)  
[Recruitment and Selection Policy](#)  
[Recruitment and Selection Procedures](#)

## **5.9 Outside Employment**

In valuing the expertise of its people, the University recognises that staff may engage in paid or unpaid outside employment or private practice but expects that their doing so will not adversely impact on their ability to fulfil their obligation to the University, nor impede its work health and safety commitments. Full-time staff may not undertake other paid employment without express prior approval of the University. Subject to individual staff contracts, the University requires that people will not, unless expressly approved, use the University's name, reputation, or resources in association with any outside work or private practice. Relevant University approval processes must be followed.

Related documents:

[Consultancy and Commercial Research Policy](#)  
[Griffith Health Intramural Professional Practice Policy](#)  
[Guide to the Responsible Conduct of Commercialisation Activities](#)  
[Private Practice Guidelines to Conduct Clinical Practice within the Griffith Health Clinics](#)  
[Private Practice Policy](#)

## **5.10 Gifts or Benefits**

Gifts or benefits that may appear to influence any aspect of work must be neither solicited nor accepted. Such gifts or benefits might include hospitality, travel, money, property, discounted service or goods (consideration) or a service. In general, staff:

- may not accept gifts of money in any circumstances;
- may accept unsolicited gifts or benefits of a nominal value attached to social and cultural events, promotional activities or visits if the acceptance poses no compromise. Gifts above nominal value are gifts to the University.

The Gifts and Benefits Policy sets out relevant details and procedures.

Related documents:

[Gifts and Benefits Policy](#)

## **5.11 University Funds**

All staff are accountable for the efficient and effective use of funds and must act only within delegated authority and [University policies and procedures](#). Staff must:

- be prepared to justify all expenditure;
- seek clarification about transactions where there is uncertainty over delegation, authority, policy or procedure;
- maintain proper documentation and records of all financial transactions;
- report instances of misuse or misappropriation of University funds;
- never use University funds or credit cards for personal purposes or benefit.



Related documents:

[Expenditure of University Funds Guidelines](#)

[Purchasing Policy](#)

[Financial Delegations Schedule](#)

[University Credit Card Policy](#)

[Authority to Sign Contracts and Agreements: Schedule of Delegations](#)

[Fraud Control Policy](#)

## **5.12 Facilities and Equipment**

University facilities and equipment are provided for staff to use for approved purposes, and never for private purposes without express permission. For reasons of practicality, reasonable personal use of University communications facilities, photocopiers, internet access, and desktop computers is acceptable if that use is minimal, complies with University policies, and does not interfere with normal work. However staff are not authorised to use University facilities or equipment for private commercial, personal interest, or party political purposes other than as expressly approved within relevant policy and employment agreements.

When using University facilities, including equipment or vehicles, staff are responsible for such facilities and for maintaining safety and adhering to University policies and legislative requirements such as [Work Health and Safety](#), as well as for any damage or loss. All University facilities, equipment or vehicles must be used efficiently and carefully and any misuse or misappropriation reported.

Related documents:

[Assets Policy](#)

[Health and Safety Policy](#)

[Motor Vehicle Policy](#)

[Information Technology Resources Code of Practice](#)

## **5.13 Alcohol and Drugs**

The University is an educational and social community whose students, staff and guests interact in a wide variety of activities. It is acknowledged that alcohol may be consumed at some activities involving the University or occurring on University grounds. The University prohibits service of alcohol to minors in accordance with the law. The University does not allow the consumption of illegal drugs.

Staff must not attend work or perform their duties or functions if they are under the influence of alcohol, illegal drugs or medication likely to cause danger for themselves or others. Being affected by alcohol or drugs at work can seriously compromise the health, safety and welfare of the University community and may expose the University and the individual involved to legal liability.

Related documents:

[Health and Safety Policy](#)

[University Campus Access and Use Policy](#)

## **5.14 Public Interest Disclosure (Whistle blowing)**

The University is intent on the detection and elimination of fraud and corrupt conduct and on protecting people who make disclosures. The University expects staff to act honestly and to report any possible corruption, maladministration or waste of the University's resources. Staff can report concerns by making a protected disclosure. Such reports will be properly and confidentially investigated in accordance with the policy.

Related documents:

[Fraud Control Policy](#)

[Public Interest Disclosure Policy](#)

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# **6. Compliance with the Code**

All staff are required to comply with this Code. Any alleged breaches of this Code will be dealt with in accordance with the applicable University policy or procedure, enterprise agreement, industrial

instrument or contract. In the case of an alleged breach of this Code that is not covered by a University policy document, enterprise agreement, industrial instrument or contract, the University will apply the principles of natural justice when investigating such a complaint. If an allegation is found to be proven, in serious cases staff may have their employment and/or affiliation terminated.

Related documents:

[Griffith University Academic Staff Enterprise Agreement](#)

[Griffith University General Staff Enterprise Agreement](#)

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## **7. Limit on Confidentiality**

Any confidentiality regarding conduct arising under this Code is limited by the University's obligations under law to disclose certain conduct to relevant authorities. For example, the University has an obligation to report alleged corrupt conduct to the Crime and Corruption Commission and there are also mandatory external reporting requirements for certain professions. Alleged breaches of criminal law will be reported to the Police.

# Academic Staff Enterprise Agreement 2017 – 2021

## PART 1 – OPERATION OF AGREEMENT

### 1. AGREEMENT TITLE

This Agreement will be known as Griffith University Academic Staff Enterprise Agreement 2017-2021.

### 2. ARRANGEMENT

This Agreement is arrangement as follows:

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### 3. OPERATION OF AGREEMENT

This Agreement will operate from seven days after the date of approval by Fair Work Commission and have a nominal expiry date of 30 June 2021 from date of approval. The University will meet with the NTEU upon their request at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

### 4. AWARD RELATIONSHIP AND REPLACEMENT OF AGREEMENTS

- 4.1 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement would apply.
- 4.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental to an employee when compared to a standard, the standard prevails over a term of this Agreement.
- 4.3 If any base rate payable to an employee under this Agreement falls below the base rate payable for the employee's corresponding classification under the relevant Modern Award or relevant minimum Wage Order, the employee will be paid at a base rate no less than that applicable under the Award or Order.
- 4.4 Policies, procedures and guidelines of the University are not incorporated into and do not form part of this Agreement.

### 5. APPLICATION OF AGREEMENT

- 5.1 This Agreement has been negotiated between the University and bargaining representatives on behalf of staff including the union listed below and shall be binding according to its terms upon the following:

- Griffith University; and
- National Tertiary Education Union (NTEU); and
- Academic employees employed by the University as defined herein.

The provisions of Schedule 4 and other such provisions of this Agreement as specified in Schedule 4 shall apply to employees who are appointed to the positions listed in this Schedule.

### 6. OPERATION OF SCHEDULES

Schedules 1, 2, 3, and 4 will have effect.

**7. AVAILABILITY OF AGREEMENT**

The Agreement will be made available on the University's website.

**8. NO FURTHER CLAIMS**

During the operation of this Agreement it is recognised that this Agreement shall constitute full and final settlement of all matters and that there will be no further claims made for the duration of the Agreement.

**9. CONSULTATION ON POLICY CHANGE**

No substantive changes will be made to University policies, procedures and guidelines related to conditions and benefits affecting employment, including those referred to in this Agreement, without prior consultation with employees and the NTEU.

**10. DEFINITIONS**

**10.1 Definition of Singular and Plural**

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

**10.2 Definition of Terms**

**10.2.1 Academic employee or employee** means a person employed by Griffith University in a position classified in accordance with the descriptors in Schedules 1 or Schedule 2, or a person employed under a casual arrangement to carry out academic duties, but does not mean or include a person who is the Vice Chancellor; a Deputy Vice Chancellor; a Pro Vice Chancellor; or equivalent senior management position as created from time to time.

**10.2.2 Agreement** means Griffith University Academic Staff Enterprise Agreement 2017-2021.

**10.2.3 Carer** means a person who provides personal care, support and assistance to another individual in need of support due to disability, medical condition, including terminal or chronic illness, mental illness or is frail and aged. This is distinct from the "primary care giver" definition.

**10.2.4 Consultation** means the conferring between the University and relevant member(s) and their nominated representative(s) and the union in such a way that the participants have an opportunity to contribute to and influence the decision-making process and the outcomes.

**10.2.5 Continuity of Service** means a period of uninterrupted employment inclusive of relevant approved paid leave. Approved leave without salary does not affect continuity of service.

In the case of fixed term appointments other than those employees identified in Schedule 4, breaks between fixed term appointments of up to 2 times per year and up to 6 weeks shall not constitute breaks in continuous service.

In the case of fixed term appointments for those employees identified in Schedule 4, breaks between fixed term appointments of up to 2 times per year and up to 6 weeks shall not constitute breaks in continuous service and/or a break of service not exceeding 12 weeks in any calendar year shall not constitute breaks in continuous service.

**10.2.6 Dependant** means a person the employee maintains who is:

- a) their spouse
- b) their parent or spouse's parent
- c) a child under 21 years old who is not a student
- d) a student under 25 years old who is studying full-time at school, college, or university
- e) a child-housekeeper (their child who kept house for you full-time)
- f) an invalid relative (child or sibling) 16 years old or older

Maintaining a dependant involves any of the following:

- i) living with their dependant in the same house
- ii) giving them food, clothing, or lodging
- iii) helping them pay for living, medical, and educational costs

**10.2.7 Disciplinary Action** means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and is defined as:

- a) Formal censure or counselling;
- b) Demotion by one or more classification levels or increments;
- c) Withholding of an increment;
- d) Suspension with or without pay;
- e) Termination of employment (only available in cases of serious misconduct and unsatisfactory performance).

**10.2.8 Domestic or Family Violence** means behaviour by a person (the first person) towards another person (the second person) with whom the first person is in a relevant relationship (as defined by the Domestic and Family Violence Act (Qld 2012) that—

- a) is physically or sexually abusive; or
- b) is emotionally or psychologically abusive; or
- c) is economically abusive; or
- d) is threatening; or
- e) is coercive; or
- f) in any other way controls or dominates the second person and causes the second person to fear for their safety or wellbeing or that of someone else; and
- g) includes associated domestic violence being behaviour towards a child of the second person; or a child who usually lives with the second person; a relative of the second person or a person with whom the second person has a bona fide domestic relationship.

**10.2.9 FWC** means Fair Work Commission.

**10.2.10 Head of Element** means a position that is the designated head of an organisational unit in the University, for example, Head of School or Director of an administrative division.

**10.2.11 Misconduct** means conduct that is not serious misconduct but is nonetheless conduct that is unsatisfactory or inappropriate including but not limited to:

- a) wrongful or improper conduct of a kind which constitutes an impediment to the carrying out of an employee's duties or to the employee's colleagues carrying out their duties;
- b) dereliction of the duties required of the employee;
- c) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

**10.2.12 Nominated Representative** means a person the employee has requested to represent him or her and who can be an employee or an officer or employee of the union and is not currently practicing as a solicitor or barrister.

**10.2.13 HR** means the office of Human Resources at Griffith University.

**10.2.14 Primary Care Giver** means the person who is, for the relevant period, primarily responsible for ensuring that care is provided to their new born or adopted child.

**10.2.15 Procedural Fairness** means the following.

1. An employee whose conduct and/or performance is in question:
  - a) must be informed of the case against them or their interests prior to any decision being made; and
  - b) be provided with all material to be used in the decision-making process; and
  - c) be given a reasonable opportunity to be heard (either in writing or orally) including the opportunity to answer any allegations, the material to be considered by the decision-maker and a reasonable time in which to respond; and
  - d) be given a reasonable opportunity to provide any relevant material/evidence to be taken into consideration.
2. A decision-maker must not be biased (actual) or could be seen by an informed observer to be biased in any way (apprehended) in dealing with a matter during all stages of the decision-making process.
3. In making a decision, the decision-maker must:
  - a) only rely on logical and probative evidence;
  - b) only take into account relevant considerations;
  - c) not take into account irrelevant considerations;
  - d) ensure that the decision is not unreasonable in the sense that no reasonable decision

maker could have reached such a decision.

4. An employee is entitled to be represented by their nominated representative at any meeting with their supervisor or a management representative where conduct or performance is in question.

**10.2.16 Serious Misconduct** means:

1. Conduct that is serious misconduct includes both of the following:
  - a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
    - i) conduct that causes serious and imminent risk to:
    - ii) the health or safety of a person; or
    - iii) the reputation, viability or profitability of the employer's business.
2. For subclause (a), conduct that is serious misconduct includes each of the following:
  - a) the employee, in the course of the employee's employment, engaging in:
    - i) theft; or
    - ii) fraud; or
    - iii) assault;
    - iv) research misconduct;
  - b) the employee being intoxicated at work;
  - c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
3. For paragraph (b) (ii), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

**10.2.17 Termination of Employment** means termination of employment at the initiative of the University.

**10.2.18 Union** means National Tertiary Education Union.

**10.2.19 University** means Griffith University.

## **11. FLEXIBILITY**

**11.1** This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009.

An employee covered by this Agreement may request the University to agree to make an individual flexibility arrangement to vary the effect of the term of the Agreement, provided that:

- a) the arrangement is about the variation to clause 27 Recreation leave of the Agreement so that the employee may take additional recreation leave as under the Flexible Work Year scheme;
- b) this arrangement meets the genuine needs of the University and the employee; and
- c) the arrangement is genuinely agreed to by the University and the individual employee.

**11.2** The University will ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) will result in the employee being better off overall than the employee would be if no arrangement was made;

**11.3** The University will ensure that the terms of the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the relevant manager of the University and the employee; and
- c) is signed by the relevant manager of the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:

- i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii) how the arrangement will vary the effect of the terms; and
    - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences; and
  - f) does not require that anyone else approve it, other than the employee and the relevant manager of the University.
- 11.4** The University will give the employee a signed copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5** The University or the employee may terminate the individual flexibility arrangement within 14 days after it is agreed to:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the University and the employee agree in writing at any time.
- 11.6** An employee may be represented by a union or other representative of their choice in negotiating an individual flexibility agreement.

## **PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

- a) Upon engagement, the University shall provide the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement, including mode of employment, classification level and salary and terms and length of any period of probation.
- b) For a fixed term employee, this shall also include the term of the employment and the category under which the fixed term contract has been established for that employment.
- c) For casual employment this shall also include duties required, the number of expected hours and rate of pay.

### **12. TYPES OF APPOINTMENT**

#### **12.1 Continuing**

A continuing appointment is employment with the University that is not continuing (contingent funded), fixed term or causal and may be subject to the successful completion of a probationary period.

#### **12.2 Continuing (Contingent Funded) Employment**

- 12.2.1 An employee appointed to a position funded by contingent funding for a period of 12 months or more may be employed on a continuing (contingent funded) contract of employment in accordance with this provision.
- 12.2.2 “Contingent funding” is limited term funding provided from external sources unless 12.2.3 applies.
- 12.2.3 Notwithstanding the above, an employee may be appointed to continuing (contingent funded) employment using internal funds, where the appointment is required to complement limited term external funding.
- 12.2.4 The following provisions do not apply to staff on continuing (contingent funded) employment:
  - a) Change Management Clause in respect to the contingent position that the employee occupies;
  - b) Termination of employment Clause except as specified in this clause;
  - c) Redundancy Clause including payments that apply to staff employed on a continuing contract of employment;
  - d) Fixed Term Sub-clause except as specified in this clause.
- 12.2.5 Where the funding that supports an employee’s continuing (contingent funded) employment ceases the following provisions will apply:
  - a) the University may transfer the employee to another equivalent position;
  - b) if, during the notice period specified herein, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;
  - c) if an application for renewal of the contingent funding for the position is still pending,



the period of employment may continue for any period of paid leave the employee is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement payment of leave may be delayed for 9 weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the employee is not likely to be offered further employment by the University.

- d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment will be made to the employee.

12.2.6 It is not the intention of this clause that the conditions of employment of an employee be worse than had they been employed on a fixed term appointment subject to contingent funding. That is, an employee employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of an employee on a continuing (contingent funded) basis unless:

- a) the contingent funding that supports the position ceases or is insufficient; or
- b) the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
- c) termination is under the provisions of:
  - i) Unsatisfactory Performance Clause ; or
  - ii) Misconduct Clause ; or
  - iii) Managing Ill Health Clause.

12.2.7 If an employee's employment is terminated, the employee will be entitled to:

- a) A minimum of 4 weeks' notice of termination, or 5 weeks if the employee is over 45 years or age, which the University may pay out in lieu of notice; and
- b) Severance payments as set out herein;

except that in the case of serious misconduct the relevant provisions will apply.

### **12.3 Scholarly Teaching Fellows**

12.3.1 Scholarly Teaching Fellow (STF) means an academic employee who is principally engaged in teaching and whose work profile comprises a maximum of 70% teaching work, with the remaining work allocation assigned to scholarship and service. The primary purpose of such positions is to undertake teaching work previously undertaken by casual teaching staff and it is expected that this will form 80% of the teaching allocation of each position.

12.3.2 Persons eligible to be appointed to STF positions will be either existing or former fixed term or casual staff of any University, who have had at least 24 months of employment (in the case of previous fixed term appointment) or performed casual teaching work in 4 main teaching periods over the past 3 years.

12.3.3 The University will make available a minimum of 6 STF positions per year, over the life of the Agreement post approval.

12.3.4 STF positions are continuing positions and will be advertised and recruited in accordance with the University Recruitment and Selection Policy and Procedures for continuing positions. Selection will be based on a competitive process, with demonstrated high calibre performance in teaching being a requirement.

12.3.5 STF's will be appointed at a fixed salary point at either Level A6 or B1 and will be subject to the normal processes for probation, promotion, and annual review. Normal academic staff review processes will continue to apply, taking into account the work allocation profile.

12.3.6 STF appointees, will be eligible to apply for promotion (for those appointed at Level A) or conversion (for those appointed at Level B) after completing 2 years in that position to a Level B academic appointment as described in Schedule 1 of this Agreement.

12.3.7 A STF remains in this classification at the fixed salary point until such time as they are successful in promotion/conversion to an academic position as described previously.

## **12.4 Fixed Term Employment**

Fixed term employment with the University is an appointment made for a specified term or ascertainable period, for which the employment contract will specify the starting date and projected finishing date of that employment and for which there is no expectation of continuity of employment.

Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the 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 through cause based upon serious misconduct or unsatisfactory performance.

### **12.4.1 Categories of Fixed Term Employment**

The use of fixed term employment will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following categories:

#### **a) Specific task or project**

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 from limited term external funding.

#### **b) Research**

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

#### **c) Replacement employee**

Replacement Employee means an employee:

- i) undertaking work activity replacing an employee for a definable period for which the latter is either on authorised leave of absence or temporary secondment or alternate duties and which such fixed term appointment may be terminated prior to the specified end date where the substantive employee being replaced returned to their position at an earlier time; or
- ii) performing the duties of:
  - o a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - o a vacant position for which the University is undertaking review of the need to fill on a continuing basis and would otherwise be filled in the interim on a casual basis (such appointments will be limited to a maximum term of 12 months); or
  - o a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

#### **d) 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, or is a current practising professional, such a person may be engaged for a period not exceeding 2 years.

#### **e) Pre-retirement contract**

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

#### **f) Fixed term contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a fixed term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the other paragraphs of this subclause, 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, provided that:

- i) such fixed term contract employment will be for a period that does not extend 12 months beyond 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 student but is still completing postgraduate work or is awaiting results; and
- ii) that an offer of fixed term employment under this paragraph is not conditional on undertaking the studentship.

**g) New Area of Activity**

- i) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course, or a new venture or activity not currently pursued by the University.
- ii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity.
- iii) Appointments made under this clause will be for a maximum of 3 years.
- iv) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.
- v) Where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

**h) Phasing Out of Activities**

- i) A fixed term appointment may be made where a formal decision has been, or is likely to be, made to phase out an area of activity and where it is necessary to make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.
- ii) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period.

**i) Teaching**

Teaching means activities including lecturing, tutoring, clinical facilitation, and other teaching related academic activities as described for casual academic engagements in Schedule 3 to this Agreement. Such appointments will have a minimum period of a 14 week continuous teaching period and a maximum period of 5 years.

**j) Decrease in Enrolments**

This provision will come into effect from 1 July 2019.

In order to minimise the impact of the expected reduced student cohort in the years 2020 to 2022 inclusive and improve job security, this provision enables the University to use fixed term appointments in order to mitigate potential staff redundancies.

Consistent with the University's commitment to the appropriate use of casual employment, fixed-term appointments may be used for up to three (3) years where:

- i) there is a demonstrable likelihood based on available data of a significant decrease in enrolments; and
- ii) this is likely to require a reduction in future staff numbers; and
- iii) there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments.

It is a requirement for the use of such fixed-term appointments that there is a correlation between the number of fixed-term appointments made and the numbers and area(s) of forecast decrease in enrolments due to the expected reduced student cohort.

If at the end of the fixed-term appointment, the work is considered to be continuing, the relevant employee(s) will be offered a continuing appointment where the employee(s) was appointed through a merit-based selection, has demonstrated continued satisfactory performance and where no continuing employees in substantively similar positions within the organisational area are proposed to be made redundant.

#### **12.4.2 Conversion from Fixed Term Employment**

12.4.2.1 Where an employee whose employment has been and is currently funded from University operational funds has been engaged over a period of 5 or more years on:

- a) 2 or more consecutive fixed-term appointments, or
- b) on a continuing (contingent funded) appointment, or
- c) a combination of fixed term and continuing (contingent funded) appointments, upon request they will, subject to 12.4.2.3, be converted to continuing employment, provided that the employee:
  - i) was appointed through a merit-based selection process, for at least one of the appointments; and
  - ii) has consistent work performance that has not been assessed as unsatisfactory; and
  - iii) the work to be performed is the same or similar and within the same work unit; and
  - iv) has a contract or work that will last for a further two (2) years (or more).

12.4.2.2 Where a fixed-term employee whose employment is currently funded from external contingent funds has been engaged on 2 or more consecutive fixed-term appointments over a period of 5 or more years, upon request they will, subject to 12.4.2.3, be converted to continuing (contingent funding) employment, subject to the same requirements (i) – (iv) as set out above.

12.4.2.3 Applications for conversion which meet the criteria specified in subclause 12.4.2.1 will only be refused on reasonable grounds which may include one or more of the following:

- a) the work being performed by the staff member will cease within the following two years and there is no other suitable alternative work;
- b) the staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- c) the staff member has indicated their intention to retire within the next two years;
- d) the staff member was engaged as a replacement employee in accordance with subclause 12.4.1; or
- e) the staff member has a primary occupation within the University or elsewhere either as a staff member or as a self-employed person.

12.4.2.4 Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or have been employed for a period of at least equal to the probation requirements for the position, and they were appointed in their current fixed term appointment through a competitive and open merit selection process.

12.4.2.5 Where a person has served less than the probation period and was appointed through a competitive and open merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed term basis.

#### **12.4.3 Continuation of Fixed Term Employment**

Where a position is maintained on a fixed term basis, in accordance with the categories as specified in subclause Categories of Fixed Term Appointment, and the incumbent was appointed through a competitive and open merit selection process, the incumbent will normally be offered another appointment provided that the employee's performance is satisfactory.

#### **12.4.4 Notice of Renewal or Non-Renewal of Contract**

The notice period, for renewal or non-renewal to a further fixed term contract, for an employee who is on a fixed term appointment is as follows:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks

Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

An employee who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of 1 week to that listed above.

Where, because of circumstances relating to the provisions 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, sufficient agreement compliance will be achieved if the University:

- a) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and
- b) gives notice to the employee at the earliest practicable date thereafter.

#### **12.4.5 Payment of Severance**

A fixed term employee will be entitled to severance pay where the employee seeks to continue the employment and when there is no further offer of employment for a reasonably related appointment in the following circumstances:

- a) an employee is on a second or subsequent fixed term appointment, for a specific task or project or for research, and the same or substantially similar duties are no longer required by the University; or
- b) the duties of a fixed term appointment, for a specific task or project or for research, continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

The following severance entitlement will apply:

<b>Period of continuous service</b>	<b>Severance Pay</b>
at least 1 year but less than 4 years	4 weeks pay
at least 4 years but less than 5 years	5 weeks pay
at least 5 years but less than 6 years	6 weeks pay
at least 6 years but less than 8 years	7 weeks pay
at least 8 years but less than 9 years	8 weeks pay
at least 9 years but less than 10 years	9 weeks pay
at least 10 years or more	12 weeks pay

The University may defer the payment of severance pay for a maximum of 4 weeks after the expiry of a fixed term appointment, where the University may offer further employment within 6 weeks of the expiry of the employee's fixed term appointment and where the employee is advised in writing.

An employee is not entitled to severance pay when they transfer to subsequent employment that utilises the identical external funding source (e.g. same research grant) and/or with a University managed cognate entity.

Breaks between appointments of up to 2 times per year and of up to 6 weeks per occasion will not constitute breaks in service for the purpose of this clause.

#### **12.5 Casual Employment**

- 12.5.1 A casual appointment is employment with the University in which the person is engaged by the hour and paid on an hourly basis that includes a casual loading for Agreement based benefits for which a casual employee is not eligible including all paid leave entitlements (with the exception of long service leave).

The casual loading will be 25%.

- 12.5.2 The definitions and pay rates for all types of casual academic work are contained in Schedule 3 of this Agreement

- 12.5.3 It is acknowledged that casual employment will continue to be appropriate in some circumstances. The University will not use casual employment as a substitute for continuing and fixed term positions, but rather only to supplement.
- The use of casual employment is primarily to ensure flexibility within the academic environment and enable the University to respond quickly to change.
- 12.5.4 The University undertakes to reduce the overall usage of casual employment from the levels in place at commencement of this Agreement. Usage of casuals will be reported as a percentage of payroll on an annual basis to the ASCC.
- 12.5.5 Casual academic staff employed for lecturing, tutoring or demonstrating will not:
- be responsible for the employment or supervision of other staff;
  - be required to engage in research activities;
  - be involved in administration duties other than those necessary to support their primary teaching function;
  - have sole academic or decision making responsibility for the development of an online teaching and learning course.
- 12.5.6 Casual staff work allocation will be clarified and confirmed in writing normally before commencing the proposed work schedule
- 12.5.7 A casual employee will be paid within 22 days of the submission of an appropriately approved, valid claim to the payroll office for processing.
- 12.5.8 Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be provided with the following resources and facilities on the same basis as a continuing academic employee:
- Library cards
  - Out of hours building access
  - Email accounts
  - Network and intranet access, including access to a university computer.

### **13. MODES OF EMPLOYMENT**

#### **13.1 Full-time**

Full-time employment means employment where an employee is engaged for the full-time normal hours in accordance with the provisions of this Agreement.

#### **13.2 Part-time**

Part-time employment means employment for a fraction of the normal hours for a full-time employee. All entitlements of an employee employed on a part-time basis in this Agreement are calculated on the relevant pro-rata basis or as specified.

#### **13.3 Reversible Part-time Appointment for the Care of Dependants**

##### **13.3.1 Eligibility**

Staff must have responsibility for the care of dependants at the time of application and may be required to show documentation of dependant's need for care. Casual employees are not eligible.

##### **13.3.2 Application**

Applications for reversible part-time appointments will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

Any eligible employee may apply, for the purpose of the care of dependants, for a change in hours in accord with the following:

- On 1 or more occasions during the employee's period of employment with the University.
- For each occasion, the period of reduced hours should normally be for not less than 12 months and not more than 5 years. In special circumstances, an employee may apply for a reduction of hours for a minimum of 6 months.
- The fraction of time worked and length of time for the reversible part-time appointment are to be negotiated with the Head of Element. Automatic reversion to their former status will occur at the end of the approved reversible part-time period.

Applications for reversible part time appointments will normally be granted. In exceptional

circumstances, where the Head of Element deems that a change to part time status cannot be granted, an explanation, in writing, of those circumstances must be provided to the employee.

The University's grievance procedures apply in cases where an employee wishes to contest the decision.

- 13.3.3 Staff will be paid on a pro-rata basis commensurate with their classification level. Benefits of employment will be on a pro-rata basis in proportion to the fraction of full-time work undertaken during the nominated period.

#### **13.4 Flexible Work Year**

Flexible Work Year applications will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

- 13.4.1 The flexible work year is intended to provide flexibility in employment for employees with family responsibilities and for staff who wish to extend their leave options for personal reasons. This scheme is to be available to all employees, except casual employees.
- 13.4.2 An application to participate in the flexible work scheme will be treated as an application for part-time employment. Staff participating in the flexible work scheme will be required to enter into an administrative arrangement with the University to take salary in 26 equal instalments.

Employee participation in the scheme is optional and at the request of the employee. The term of participation in the flexible work year scheme will be subject to agreement between the employee and the University.

- 13.4.3 All leave entitlements, which accrue during the term of an employee's participation in the flexible work year scheme, are paid at the agreed fractional rate (determined by the agreement reached as to how many weeks worked in the year divided by 52).
- 13.4.4 Flexible work year leave accrued each 52 week period is expected to be fully utilised in that accrual period and taken prior to the taking of the employee's recreation leave accrual.
- Where an employee has not applied to utilise their flexible work year leave on an annual basis, or they have accrued in excess of 30 days recreation leave, approval for the flexible work year arrangement may be withdrawn and the employee will revert to their substantive work arrangements.
- 13.4.5 All flexible work year leave is normally required to be fully utilised by the employee prior to the expiration of participation in the scheme. However in exceptional circumstances, where there is a remaining portion of accrued flexible work year leave that does not attract a leave loading at the expiration of participation in the scheme, the value of the remaining leave will be repaid to the employee.
- 13.4.6 Either the employee or the University may initiate negotiation of a variation of the approved arrangement, with changes normally subject to 3 months notice.

### **14. ACADEMIC WORK AND ALLOCATION**

Every academic employee, with the exception of casual staff, will have a work allocation in accordance with this clause. Only those subclauses that ensure appropriate management of individual workloads apply to academic staff who are appointed to research only positions.

#### **14.1 Principles**

These principles create a framework for the allocation of academic work. The allocation of work will:

- a) be reasonable and based on a realistic, fair and transparent estimate of the time that a competent, comparable academic employee in the same discipline would take to perform the relevant academic work to a satisfactory level and;
- b) be based on an annual notional hours of work of 1725 hours for a full-time academic as a test of reasonableness;
- c) take into account all components of academic work, comprising teaching, research, scholarship, and service as defined in subclause 14.2;
- d) support the career aspirations of staff, reflect the multiplicity of career trajectories, and acknowledge that different components of academic work for an individual employee may change over time;
- e) support the operational requirements and strategic directions of the University;

- f) occur by way of a transparent and fair allocation process that provides for consultation with the academic employee and recognises and considers all components of academic work and the academic employee's work profile;
- g) benefit teaching quality and the quality of supervision of HDR candidates; and
- h) support the University's commitment to health and safety of academic employees.

## **14.2 Composition of Academic Work**

Academic work consists of one or more of the following components:

- teaching,
- research or scholarship and,
- service

as set out in this clause.

### **14.2.1 Teaching**

Teaching encompasses all teaching related duties requiring academic judgement, including, but not limited to:

- a) scholarly reading in the discipline or teaching and learning literature and relevant professional activities;
- b) professional development in learning and teaching;
- c) preparing lectures, tutorials, seminars, workshops and in class assessment activities relevant to the University's teaching delivery modes;
- d) designing and revising course content, curriculum material and assessment tasks;
- e) reviewing courses and programs;
- f) conducting course quality review processes;
- g) transitioning curriculum and pedagogy to alternate modes of delivery;
- h) applying for learning and teaching awards and/or fellowships;
- i) supporting students through consultation and responding to student feedback either face to face or via electronic media;
- j) making academic decisions on student issues (e.g. academic integrity, assessment extensions; direct student intake; applications for program variations);
- k) supervising and developing Higher Degree Research, Honours and other postgraduate candidates;
- l) The teaching components of program directorship;\*
- m) conducting lectures, tutorials, seminars, workshops and in class assessment activities including face-to-face, blended, online, offshore and off-site delivery;
- n) marking and moderating student work;
- o) the teaching components of course convenorship; \* and
- p) teaching and learning aspects of work integrated learning (WIL), practicum placements, supervising students in applied settings and supervision for professional registration.

**\*NB** The administrative components of program directorship and course convenorship are included in the service component of work allocation. Refer to the relevant University policies on Role of Program Director and Role of Course Convenor for a list of teaching related activities associated with these roles.

### **14.2.2 Research**

Research encompasses a diverse range of activities, the fundamental purpose of which is the advancement of knowledge in a particular discipline or field. It refers to expected research activities, commitments and outputs in each discipline, including those that may result in a measurable impact on policy and practice for the wider community, and includes but is not limited to:

- a) publishing academic books, monographs and book chapters;
- b) publishing peer refereed journal articles and/or conference papers;
- c) producing original, creative and performance work;
- d) presenting research at recognised events and conferences (eg., keynote addresses, seminars, performances);
- e) satisfactory progress in post graduate research;
- f) successful student completion of Higher Degree Research and Honours Research;
- g) applying for, obtaining and implementing university level internal and/or external competitive grants;



- h) applying for and obtaining competitive awards for research excellence;
- i) applying for and obtaining external research fellowships;
- j) conducting editorial work as a member of journal editorial boards or monograph series;
- k) obtaining University held patents; and
- l) obtaining and successfully conducting University tendered commercial research contracts.

#### **14.2.3 Scholarship**

Scholarship encompasses a diverse range of activities, the fundamental purpose of which is to inform the quality, innovation, currency and evidence-base of teaching and learning. The Scholarship component of academic work encompasses the scholarly activities, commitments and outputs that are in addition to the scholarly activities incorporated in the teaching component of academic work as set out in 14.2.1. There are no research output requirements for this category. Scholarship activities include but are not limited to:

- a) attending and presenting at relevant workshops, seminars and/or conferences;
- b) publishing papers in non-refereed professional journals;
- c) leading initiatives and projects to support colleagues to improve the quality of teaching and learning.

#### **14.2.4 Service**

Service encompasses the work of administration and governance of the University, in which all staff share, and includes engagement activities relevant to the employee's appointment. Such activities include but are not limited to:

- a) University administration including attending to and responding to official correspondence (including email);
- b) supervision and/or mentoring of staff;
- c) involvement in university committees and governance structures at all levels (school/group/university);
- d) representing the University to the external community during official visits to the University and exchanges;
- e) involvement with student recruitment and graduation activities;
- f) active membership of school teaching and learning committees;
- g) service to teaching (e.g. participating in seminars and other learning sessions about teaching and curriculum renewal, or conducting peer review of teaching which may include roles as mentor, discipline or learning and teaching observer);
- h) the administrative activities related to HDR convenorship;
- i) the administrative components associated with practicums, clinical placements and professional placements (e.g., in Education, Nursing and Dentistry);
- j) the administrative components of program directorship and course convening\*;
- k) supporting the student experience, such as the administrative components of year-level coordination, student advising, coordinating student work based placements, coordinating student mentoring programs;
- l) administration in the conduct of research within and/or external to the university, such as giving feedback on and assessing grant applications and examining theses, service to research centres and HDR research co-ordination, disseminating the benefits and impacts of research in media;
- m) the administrative components associated with practicums, clinical placements and professional placements;
- n) community engagement activities – by way of involvement in the education or governance of community organisations or corporations relevant to the discipline or practitioner societies, or through media involvement, in ways that draw upon the core activities of learning and research or provision of expert advice in the discipline to governments and policy making bodies; and
- o) discipline/industry/profession engagement activities – for example by reviewing academic publications, convening academic conferences, organising, attending and presenting at external workshops, seminars relating to industry, professional, cultural and/or community practice, providing information sessions to practitioners, and other external networking and promotional activities.

**\*NB** The teaching components of program directorship and course convenorship are included in the teaching component of work allocation. Refer to the relevant University

policies on Role of Program Director and Role of Course Convenor for a list of administrative activities associated with these roles.

### **14.3 Academic Work Profiles**

- 14.3.1 Subject to the provisions of this clause and the terms of their letter of offer, each academic employee will have an opportunity to participate in teaching, research/scholarship, and service during the term of their employment.
- 14.3.2 Each academic employee will have a work profile that specifies the proportions of teaching, research/scholarship, and service components of their total work allocation and provides the framework for their work allocation in accordance with this clause.
- 14.3.3 It is expected that the majority of academic staff (excluding casual staff) across the University will have a 40% or more research component as part of their academic work profile.
- 14.3.4 Each academic employee's academic work profile will normally be set for a 3 year period.
- 14.3.5 The work profile will normally be allocated and reviewed during the academic employee's annual performance review as set out in clause 32. This will occur by way of a consultative process and will take into account the operational needs of the academic element and the employee's:
  - a) assessed past performance;
  - b) preferences and individual circumstances; and
  - c) proposed career plans.
- 14.3.6 Any change in an employee's work allocation profile must be approved by the relevant Head of Element. The employee has an opportunity to request a review of any change in accordance with subclause 14.6.
- 14.3.7 An employee can request a change to their work allocation profile at any time. The employee must supply relevant evidence supporting their request and the request will be considered in accordance with the provisions of this clause.
- 14.3.8 An employee should raise at the earliest possible time with their Head of Element any request for a variation to work allocation to address personal circumstances.
- 14.3.9 Where there is a substantive change to the quantum of allocation between components of academic work, relevant staff support and development during the transition period will be provided as required.
- 14.3.10 Subject to subclauses 14.3.11 and 14.3.12, a single component of allocated academic work can account for a minimum of 10% and a maximum of 70% of the total allocation.
- 14.3.11 With the exception of staff engaged in applied teaching such as clinical and studio based teaching, for staff with a teaching allocation of 40% or more, it is expected that the total service component of work will normally be at least 20%.
- 14.3.12 Staff engaged in applied teaching, such as clinical and studio based teaching can be allocated a maximum teaching allocation of 80%.

### **14.4 Teaching Allocation Requirements**

The following requirements concerning teaching work allocations apply for all academic staff with a teaching allocation and must be explicitly recognised in each Teaching Allocation Model at Group and/or Element level as applicable.

- 14.4.1 Teaching work will normally be allocated by the Head of Element on a yearly basis following consultation with each employee and in accordance with the relevant Teaching Allocation Model. The teaching allocations for each Element will be transparent and equitable.
- 14.4.2 The teaching activities allocated to an academic employee will reflect the percentage of teaching contained in the employee's work profile. For example, a 40% allocation to the teaching component of academic work equates to 690 hours per annum, being 40% of the notional total full-time hours of 1725 per annum. Part-time staff will have a proportional allocation.
- 14.4.3 Teaching allocations can be averaged over a 3 year rolling period following consultation with the employee. Averaged allocations will be reviewed and documented annually as part of the performance review process.

- 14.4.4 In considering teaching work allocations the supervisor and the employee will discuss the planned number of consecutive teaching periods containing allocated coursework teaching, having regard to the employee's research allocation.
- 14.4.5 An employee's work profile, and total work allocation, will inform the Academic Staff Review process as set out in this Agreement.
- 14.4.6 An employee will not normally teach more than 8 face to face contact hours in one day.
- 14.4.7 An employee will not be required to undertake scheduled teaching on public holidays, weekends, or before 8:00am or after 10:00pm without their agreement unless it is a term of their contract of employment or the employee is appointed to a position where the duties specify the requirement to undertake teaching on public holidays, weekends, and/or before 8:00am and/or after 10:00pm.
- 14.4.8 An employee's teaching work allocation will have a maximum number of weeks per year of allocated coursework teaching (as defined in subclause 14.2.1 (m-p)), unless varied by agreement.

As the basis for calculation, an employee with a teaching allocation of 40% or less will have a maximum of 28 weeks per year where allocated coursework teaching is able to be undertaken, subject to subclause 14.4.3. Staff with a teaching work allocation greater than 40% will have a proportionate maximum number of weeks per year where allocated coursework teaching can be undertaken.

- 14.4.9 An employee whose work profile is designated as Teaching and Research with a research allocation of 40% or more will have at least 1 continuous period free of allocated coursework teaching (as defined in subclause 14.2.1 (m-p)) of a minimum of 8 weeks in a calendar year over and above recreation leave taken, at a time to be agreed with the Supervisor. For staff with a research allocation less than 40% the following will apply.

Research component of the work profile	Continuous period without allocated coursework teaching
30%	6 weeks
20%	4 weeks
10%	2 weeks

- 14.4.10 When considering applications for buy-out from teaching work to pursue research and/or privately funded consultancy, consideration must be given to the impact of such buy-out on other staff in the Element and the ability of the Element to adequately and fairly cover the teaching work that needs to be completed.
- 14.4.11 Overseas teaching or other activities will only be allocated to an employee with their consent unless the employee has been appointed to a position where the duties specifically indicated overseas work requirements at the time of the appointment.
- 14.4.12 The actual teaching contact hours can vary considerably for the same profile depending on the type of teaching that is appropriate to the relevant discipline. Some forms of teaching involve more student teaching contact hours and less preparation and follow-up work.
- For example, it would be a reasonable expectation that an academic employee who is teaching courses with a substantial clinical supervision component or an academic employee who is teaching studio based style courses could have a higher student teaching contact hour component than one undertaking a more traditional mode of tuition involving a combination of new lectures, revised lectures and tutorials, even though each could be on the same academic work profile.
- 14.4.13 Level A employees will not normally have sole responsibility for the design and delivery of courses.
- 14.4.14 Early career academic employees appointed at Level A and Level B for their first time as an academic employee should have a lesser coursework teaching allocation (as defined in subclause 14.2.1 (–m-p)) in the first year of their appointment relative to an experienced equivalent academic employee.

## **14.5 Teaching Allocation Framework**

- 14.5.1 Each academic group will have an overarching teaching allocation model framework that reflects the nature of the academic work within the group and its component disciplines. The model will apply to every academic employee in the group, subject to 14.5.2 below.
- 14.5.2 Within an academic group Elements may develop variations to the Group Model in consultation with the academic employees of the Element to recognise discipline based differences in types of teaching.
- 14.5.3 The academic group will ensure the model(s) incorporates the principles, components of academic work, relevant provisions regarding work profiles and teaching requirements set out in this clause and provide for teaching work allocations within a Group/Element that are transparent and equitable.
- 14.5.4 Teaching allocation models and their application to individual academic employees will recognise contextual and other factors, including but not limited to:
  - a) the employee's work profile;
  - b) the level of appointment and experience;
  - c) whether the course or mode of teaching is for the first time;
  - d) whether the class involves repeat or initial teaching;
  - e) the mix of postgraduate and undergraduate teaching;
  - f) teaching and related activities as listed in subclause 14.2.1;
  - g) the size of classes;
  - h) the total number of students and student diversity in a course;
  - i) the number of tutors;
  - j) the level of course(s);
  - k) the mode(s) of teaching, e.g., face to face, intensive, blended, online, overseas etc.;
  - l) the location of teaching and the time spent on necessary travel above and beyond commuting between home and the normal campus of work;
  - m) the spread of teaching across day and evening programs;
  - n) the needs of the Element;
  - o) equal opportunity policies;
  - p) professional learning needs;
  - q) relevant individual circumstances.
- 14.5.5 The models will operate for a period of 3 years subject to an ongoing review process. Such reviews should conclude no later than 30 June in the third year and any subsequent changes will be implemented in the first teaching period of the following year. The reviews will provide an opportunity for the NTEU and all academic employees to provide input and feedback through a formal consultation process on teaching allocation and the overall operation of the Group model, and where appropriate, Element model(s). The reviews will have regard to the principles, expectations, and requirements outlined in this clause, with changes implemented prior to the allocation of work for the following calendar year.
- 14.5.6 The Academic Staff Consultative Committee (ASCC) will be kept apprised of the development and implementation of the models and the ongoing reviews and any subsequent changes, to enable the ASCC to provide comment and feedback where it is felt that concerns have not been adequately addressed.

#### **14.6 Work Allocation Review**

- 14.6.1 In the first instance, an employee(s) should raise any concerns regarding work allocation, including concerns of unreasonableness, inequity or lack of transparency with their Head of Element. Options and strategies to vary work allocation can be discussed and where agreed implemented and monitored.
- 14.6.2 If, following efforts to resolve concerns as outlined in subclause 14.6.1 above, the employee still has concerns about their work allocation they or the Union acting on their behalf may seek a review of their work allocation.
- 14.6.3 The employee and/or the Union representative will raise the concerns regarding work allocation with the relevant senior academic manager specifying steps already undertaken and explaining what concerns still remain. The relevant senior academic manager will review the concerns, consulting with all parties and having regard to the principles set out in 14.1, requirements set out in subclause 14.4 and the implications for the employee of the allocated work and their preferences in this regard.
- 14.6.4 The relevant senior academic manager will make a determination and advise the employee and/or the Union representative in writing, setting out reasons for the decision

with reference to this clause and the test of reasonableness. The relevant senior academic manager will take action as deemed appropriate and will conclude this review within 5 working days.

- 14.6.5 Should the employee and/or the Union representative believe the concern has not been satisfactorily dealt with, the matter can be pursued using the University's individual grievance resolution procedure, entering the process at level 3. The terms of reference for an academic work allocation review will have regard to the requirements of this clause. The individual grievance resolution procedure should be completed within 10 working days.
- 14.6.6 The NTEU may raise concerns through the Academic Staff Consultative Committee (ASCC) about the work allocation situation in a particular Element or Group and request an audit or investigation be undertaken. The results of any such audit or investigation will be reported to the ASCC.

## **15. DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES**

- 15.1** The objectives of these procedures are the avoidance and resolution of any disputes over matters covered by any part of this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- 15.2** The procedures in this clause may be followed in the event that a dispute arises which relates to:
- the interpretation, application or implementation of any provision of this Agreement; or
  - the National Employment Standards.
- 15.3** At any stage of this dispute procedure an employee may choose to be represented by a nominated representative.
- 15.4** The following procedures shall apply:
- 15.4.1 In the first instance the matter will be discussed with the relevant supervisor or manager in order to attempt to resolve the dispute. This process should not normally extend beyond 10 working days. During this period the matter may be referred to the ASCC
- 15.4.2 If the dispute is not resolved through the steps above, it shall be referred to the Director HR (or delegate) who shall attempt to resolve the matter and this should not normally take longer than 15 working days. Any resolution shall be in the form of a written agreement, subject, if necessary to ratification by either party to the dispute.
- 15.4.3 If the dispute is not resolved through the steps above the matter may be referred by either party to the dispute to the Fair Work Commission (FWC).
- The FWC may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation. All efforts will be undertaken to resolve the dispute at this stage, with the parties having regard to any recommendation or opinion presented by the FWC.
- If the conciliation process does not result in the resolution of the dispute, the FWC may then arbitrate the dispute and make a determination that will be binding.
- A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 15.4.4 Without prejudice to the position of either party to the dispute, while the matters in dispute are being dealt with in accordance with this clause, work shall continue in a normal manner (other than with respect to bona fide health and safety issues) and no industrial action is to be taken by any party to the dispute.
- 15.4.5 Nothing contained in this procedure shall prevent representatives of the Union or the University from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- 15.4.6 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **16. CONSULTATIVE MECHANISMS**

The Academic Staff Consultative Committee (ASCC) will be maintained to facilitate the implementation, operation and application of this Agreement. The Committee will comprise up to

3 University representatives and 2 staff union member representatives and up to 2 officers nominated by the NTEU.

The Committee will meet on a quarterly basis. Additional meetings will be convened to discuss the implementation, operation and application of the Enterprise Agreement at the request of either party. Employees who are nominated or elected to the ASCC will be entitled to include the duties of the ASCC as part of their normal service work allocation.

## **17. ABORIGINAL AND TORRES STRAIT ISLANDER, FIRST PEOPLES: EMPLOYMENT STRATEGY**

- 17.1** The University is committed to the objective of increasing employment and professional development opportunities for Aboriginal and Torres Strait Islander, First Peoples at the University.
- 17.2** The University has a Reconciliation Action Plan which contains a section on increasing educational and career access for Aboriginal and Torres Strait Islander, First Peoples. The University is committed to implementing this plan which includes:
- Aboriginal and Torres Strait Islander, First Peoples targets and strategies to be included in strategic/operational plans for each Group/Division; and
  - A targeted resource for Aboriginal and Torres Strait Islander, First Peoples staff being developed outlining in-house and external training and professional development programs.
- 17.3** The University has expressed targets for increasing overall Aboriginal and Torres Strait Islander, First Peoples employment in the Griffith University Strategic Plan to which it is committed. The aim of the targets is to reflect the general principle that the workforce profile of the University will be a reflection of the diversity of the larger community profile in relation to Aboriginal and Torres Strait Islander, First Peoples. This commitment is further reinforced and articulated in the University People Plan.
- 17.4** Each Group/Division will develop published strategies to be implemented to achieve these targets and report on a 6 monthly basis whether or not it has achieved, the desired outcomes, and any barriers encountered, to the Aboriginal and Torres Strait Islander: First People Employment Committee.
- 17.5** An Aboriginal and Torres Strait Islander: First Peoples Employment Committee will be maintained as a sub-committee of the University Equity Committee, membership of which will include both union and Aboriginal and Torres Strait Islander, First Peoples representation and be chaired by the Deputy Vice Chancellor Academic. It will provide advice on the Aboriginal and Torres Strait Islander, First Peoples Employment Strategy and monitor and report on progress in employment strategies undertaken to achieve targets.

## **PART 3 – SALARIES AND RELATED MATTERS**

### **18. SALARIES**

- 18.1** Academic employees employed by the University other than casuals will be classified in accordance with the position classification standards as specified in Schedule 1 and minimum standards for academic levels for academic research staff in Schedule 2 and paid the corresponding minimum salary rate as specified in Schedule 3.
- 18.2** For an employee covered by this Agreement, the following salary increases will apply:
- 1.5% (previously paid administratively) on the first full pay period after May 1 2017;
  - \$1,600 increase to annual base or 2% whichever is the greater from the first pay period commencing on or after staff ballot outcome to accept Agreement;
  - 2% from the first pay period commencing on or after 1 March 2019;
  - \$1,600 increase to annual base or 2% whichever is the greater from the first pay period commencing on or after 1 March 2020;
  - 2% from the first pay period commencing on or after 1 March 2021
- 18.3** Nothing in this clause prevents the University from utilising the Commonwealth Government Supported Wage System: Guidelines and Assessment Process.

### **19. PAYMENT OF SALARIES**

- 19.1** Salaries prescribed by this Agreement are stated in annual rates for full-time staff and hourly rates for casual staff.
- 19.2** Employees will be entitled, subject to satisfactory performance, to progress by annual increments to the top of the relevant salary range.
- A fixed term employee who has a period of continuous service shall be entitled to incremental progression over multiple appointments in the same way as an employee engaged on a continuing basis and breaks of up to 6 weeks will not constitute a break in service for the purposes of this clause
- 19.3** Payment of salaries will be by electronic funds transfer on a fortnightly basis.
- 19.4** Payment notification will be via electronic pay slip delivery.
- 19.5** With the agreement of the University an employee may, in writing, direct the University to pay all or part of the employee's salary to a third party.
- 19.6** Notwithstanding anything contained within the clause, the employee's salary rates as specified in Schedule 3 will be used as the basis for calculation of the following entitlement or amounts:
- termination payments, including superannuation, annual leave and long service leave
  - redundancy benefits
  - leave loading
  - allowances
  - WorkCover

#### **19.7 Salary Packaging**

Employees who are employed on a continuing appointment or a fixed term appointment with greater than twelve months remaining on the contract are eligible to take part in the salary packaging scheme. Casual employees are not eligible.

- 19.7.1** Notwithstanding the rates specified in Schedule 3, staff will continue to have the option to convert their salaries as prescribed by the Agreement to alternative benefits as being offered by the University as at the date of certification of this Agreement subject to the employee meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government.
- 19.7.2** If legislative or other changes result in increased cost of salary packing to the University, the University may elect to discontinue salary packaging.
- 19.7.3** Each employee who enters into a salary packaging agreement shall be entitled to withdraw from the agreement at any time providing the relevant notice period is given.

### **20. CLINICAL LOADING**

- 20.1** On the advice of the Pro Vice Chancellor, Health, Clinical Loadings are paid to professors, Associate Professors, Senior Lecturers and Lecturers in the Schools of Medicine or Oral health who have either a medical or a dental qualification.
- 20.2** Clinical Loadings are not generally paid to medical practitioners who are employed as research staff, except where they have patient-care responsibilities in the context of sessional services provided on behalf of the School to a teaching hospital. If research staff who are medical practitioners undertake clinical duties without direct remuneration, the Pro Vice Chancellor, health may approve payment of a clinical loading where funds have been made available for the purpose.
- 20.3** Clinical Loadings are payable while on leave and as part of any eligible termination payment. Clinical loading amounts are set out in Schedule 3 of the Agreement and are paid fortnightly as part of salary.

### **21. SUPERANNUATION**

- 21.1** The University will make superannuation contributions for all employees to UniSuper, which provides a complying product. Contributions will continue to be provided to QSuper in respect to current employees who are members of that fund.
- 21.2** The University will make employer superannuation contributions as follows:

- a) 17% employer superannuation contributions for employees engaged on an ongoing contract.
  - b) 17% employer superannuation contributions for continuing (contingent funded) employees.
  - c) 17% employer superannuation contributions for fixed term employees on a contract with a term of 2 years or more.
  - d) the option for fixed term employees on a contract with a term of 1 year or more, but less than 2 years, to elect for 17% employer superannuation contributions.
- 21.3** For all other employees, the University will make employer superannuation contributions of 9.5%, or the minimum compulsory employer contributions at the applicable legislation and fund requirement rates whichever is the greater.
- 21.4** The University may agree to adjust the employer contribution rate to UniSuper at the request of the employee provided that:
- a) the adjustment is permitted by law;
  - b) the adjustment is consistent with UniSuper's requirements; and
  - c) any reduction in superannuation will be paid as non-superannuable salary.
- 21.5 Increase to Superannuation - 2020**
- From the first pay period on or after 30 June 2020 the University employer superannuation contributions for all fixed term employees will be 17%.

## **PART 4 – LEAVE ENTITLEMENTS**

All leave entitlements, approvals and takings will be managed in accordance with the University's policy, procedures and guidelines as amended from time to time.

Continuous periods of any form of leave without salary greater than 1 month will not count as service for the accrual of paid leave. This excludes unpaid parental leave taken in conjunction with paid parental leave, where paid leave accrues for periods of up to and including 3 months.

### **22. 2020 STUDENT COHORT LEAVE PROVISION**

- 22.1** In order to minimise the impact of the expected reduced student cohort in the years 2020 to 2022 inclusive and improve job security, this provision enables the University to manage leave accruals and the taking of leave.
- 22.2** In the years 2020 to 2022 inclusive, where there is a decrease in student numbers as a direct result of the reduced cohort such that staff redundancies are likely, then the University will consult with employees in those areas about strategies to avoid redundancies such as secondment to other Elements and the taking of accrued recreation and long service leave. Where the results of this consultation do not mitigate the need for redundancies, employees can be directed to take recreation and long service leave up to their full accrued balance in order to mitigate potential redundancies to the extent possible.
- 22.3** Such direction to take leave will endeavour to plan leave absences that best meet the employee's circumstances and preferences.

### **23. PUBLIC HOLIDAYS**

Any day appointed, under the Holidays Act 1983 (Queensland), for the relevant campus location and gazetted as such in the Queensland Government Gazette and/or the Queensland Government Industrial Gazette shall be observed as a public holiday for the purposes of this Agreement.

### **24. RECREATION LEAVE**

#### **24.1 Entitlement**

- 24.1.1 This provision does not apply to casual staff.
- 24.1.2 Full-time staff will accrue the hours equivalent of 20 days recreation leave for each completed year of service.
- 24.1.3 Part-time staff accrue recreation leave on a pro rata basis, based on a fraction of full-time employment as defined in the employee's contract of employment.



- 24.1.4 A recreation leave loading of 17.5% will be paid to a maximum equal to 17.5% of the latest published Australian Average Weekly Ordinary Time Earnings of the previous calendar year of accrual of leave.
- 24.1.5 Recreation leave loading will be paid out in the first full pay period after 1 December each year.

## **24.2 Taking Recreation Leave**

- 24.2.1 Employees are expected to utilise their annual accrued recreation leave in each 12 month period.

Academic employees are required, as part of the annual academic review process to discuss an annual leave plan for the following calendar year and submit application online via the Griffith Portal for approval by their supervisor for the agreed dates.

Leave plans will ensure that all recreation leave accrued during any calendar year will have been taken by the end of the second week of February in the following year, except where prior approval to carry forward accrued leave has been given in accordance with subclause 24.2.3.

Leave plans not satisfying the above requirement may not be approved.

- 24.2.2 Where an employee either does not submit, and/or does not enter via the Griffith Portal, an agreed annual leave plan by mid-February, the University will notify the employee that unless the employee enters appropriate leave applications via the Griffith Portal within 5 working days, the University will enter a compliant default annual leave plan that will ensure that all recreation leave accrued in the current calendar year will have been taken by the end of the second week of February of the next calendar year.

The default leave plan will take into account individual work allocations and current recreation leave accruals, and the operational needs of the academic element. The employee will be advised that they may subsequently seek the approval of the relevant Head of Element to vary the leave dates, provided that the proposed leave period(s) complies with subclause 24.2.1.

- 24.2.3 Where an employee seeks to carry forward an accrual of leave past the second week of February, they must seek and obtain prior approval. At the time of application, the employee shall be required to submit a leave plan, which has been agreed and signed by their supervisor, which will ensure that all recreation leave, taking into account future accruals, will have been taken by the end of the second week of February in the following year. Such approval shall not be unreasonably withheld.

- 24.2.4 Where accruals are in excess of 40 days (or pro rata equivalent for part-time staff) the University may direct an employee to take such leave so as to reduce the employee's leave accrual balance to 20 days (pro rata for part-time staff), or such greater amount as negotiated with and approved as part of a leave plan.

- 24.2.5 Alternatively an employee may apply to take a money equivalent of a portion of their leave accrual in excess of 20 days (pro rata for part-time staff) in conjunction with a request to take a period of leave equal to or greater than the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to approval.

- 24.2.6 Employees on fixed term appointments are required to take all accrued recreation leave prior to cessation of their employment contract, except where there has not been adequate opportunity for the employee to take the leave. Where such leave is not applied for or not taken for reasons other than operation requirements, the University may direct an employee to take all or a portion of the accrued leave.

Where, with approval, such leave is not taken due to operational requirements, payment in lieu of recreation leave may be made on:

- a) resignation; or
- b) completion of a contract.

The University may in some circumstances approve the carry forward of accrued leave for a subsequent contract of employment with the University.

- 24.2.7 Employees who become ill during recreation leave will be credited for approved sick leave periods of 3 or more consecutive days on submission of suitable evidence.

24.2.8 Recreation leave cannot be taken during absences on workers compensation.

## **25. SICK LEAVE**

### **25.1 Entitlement**

25.1.1 This provision does not apply to casual employees.

25.1.2 Full-time staff accrue paid sick leave at a rate of the hours equivalent of 10 days per annum. Part-time staff accrue paid sick leave on a pro rata basis.

25.1.3 Sick leave will continue to accrue and no payment will be made in lieu of accumulated sick leave.

25.1.4 An employee's sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.

25.1.5 Should an employee exhaust their entitlement to paid sick leave, the employee may be granted unpaid sick leave.

**25.2** Employees absent from work on account of illness or injury for more than 3 consecutive days must produce appropriate certification or other evidence in support of an application for sick leave.

25.2.1 Where an employee has a proven pattern of recurring absences on sick leave, the University may require appropriate certification or other suitable evidence for each subsequent period of sick leave in the subsequent 6 month period.

25.2.2 Where an employee is absent on sick leave for a period of 4 weeks or more for reasons of a non-work related injury or illness, the University may require the employee to provide a report from their treating medical practitioner for the purposes of determining fitness to return to normal duties and the development of a suitable return to work program.. The University will provide the employee with reasonable notice of the requirement (normally 15 working days) to produce the required report.

If in these circumstances the employee fails to provide the University such report within a reasonable time frame the University may initiate the Managing Ill Health clause, to require the employee to undertake an independent medical examination where the University considers such a requirement appropriate.

## **26. LONG SERVICE LEAVE**

### **26.1 Entitlement**

26.1.1 Staff will be entitled to long service leave upon completion of 10 years of recognised continuous employment. Long service leave will accrue at the rate of 1.3 weeks for each year of continuous service and a proportionate amount for a part of an incomplete year.

Long service leave will be paid at the rate applicable to the average of the employees total service fraction at the commencement of the leave.

26.1.2 A casual employee will be entitled to long service leave as long as employment service is continuous, even though:

- a) some of the employment is not full-time;
- b) the employee is engaged under 2 or more contracts; or
- c) the employee has engaged in other employment during the period.

Continuous service ends for the purposes of an entitlement to accrue long service leave if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. However, if a casual academic employee is engaged for 2 main teaching periods consistently over the 10 year period then a greater than 3 month break in service from 1 calendar year to the following year will not constitute a break in continuous service.

The amount payable to a casual employee for long service leave is calculated using the following formula:

$$\frac{\text{Actual Service}}{52} \times \frac{13}{10} \times \text{Ordinary hourly rate}$$

The University may agree with a casual employee that the entitlement to long service leave may be taken in the form of its full-time equivalent.

Where an employee with casual continuous service as defined above is subsequently appointed on a fixed term or continuing basis, such casual service will count as service for accrual of long service leave, and credit for that service will be calculated in accordance with this subclause.

All other conditions as listed for continuing and fixed term employees apply.

- 26.1.3 It is expected that the University and the employee will be able to agree on the timing of long service which is mutually convenient to the employee and the Element concerned. Applications for long service leave are subject to approval having regard to the circumstances and wishes of the employee and the capacity of the University to effectively meet its obligations.

However, an employee will be entitled to take long service leave at a time of their choosing, provided that at least 6 months written notice of such leave is given or in the absence of such notice, the relevant delegate consents.

In special or emergent circumstances which would be notified to the employee in writing, the University may defer any employee's period of long service leave approved in accordance with this subclause, subject to the employee being reimbursed for any expenses reasonably incurred as a result of such deferral. Such deferral would not exceed 3 months, unless otherwise mutually agreed between the employee and the University.

- 26.1.4 An employee may apply to take a combination of leave and a money equivalent of the leave applied for, subject to a minimum period of 2 weeks leave. Where an employee applies to take a money equivalent, the application must also include a supporting absence request to take no less than an equal period of long service leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period (s) of leave are subject to the approval.
- 26.1.5 Once an employee has taken a period of long service leave of 13 weeks or more in duration the employee will normally be expected to serve a further 4 years before long service leave is again granted.
- 26.1.6 Long service leave can normally be accrued up to a maximum of 15 weeks.
- 26.1.7 Where an employee seeks to carry forward an accrual of leave over the maximum of 15 weeks from one year to the next, they must seek and obtain prior approval. At the time of application for excess leave carry over, the employee shall be required to submit a leave plan that reduces the accrued balance to no more than 9 weeks, and has been agreed and signed by their supervisor.
- 26.1.8 Where an employee has accrued a long service leave entitlement in excess of 15 weeks, the University may give the employee written notice to take up to 12 weeks long service leave, at a time convenient to the needs of the University, provided that:
- a) the employee is given written notice of at least 6 months prior to the date on which leave must commence;
  - b) the employee will not be required to take long service leave within 24 months of an agreed date of retirement which is confirmed in writing;
  - c) the minimum period of leave the University can require an employee to take will be 6 weeks.
- In any case, where an employee has taken leave pursuant to this subclause, the employee will not be directed to take a further period of long service leave for a period of 2 years after the end of the period of directed leave.
- 26.1.9 An employee who becomes sick for 3 or more consecutive days during long service leave may apply for sick leave on production of appropriate certification or other suitable evidence. If approved, the employee will have their long service leave accruals re-credited for the approved period of sick leave.
- 26.1.10 Long service leave is exclusive of any eligible statutory public holiday occurring during the period of leave.
- 26.1.11 Periods of leave without salary granted to engage in a University approved secondment to an external organisation may be approved for that service to count for accrual of long service leave.

- 26.1.12 An employee who is eligible for long service leave will be entitled to payment in lieu on cessation of employment.
- 26.1.13 An employee who has completed at least 7 years recognised continuous service is entitled to a pro rata payment for long service leave on cessation of the employee's employment under the following conditions:
- a) The employee's service ceases because of the employee's death; or
  - b) The employee ceases the service because of:
    - i) the employee's illness or incapacity; or
    - ii) a domestic or other pressing necessity; or
  - c) The cessation is because the University:
    - i) dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
    - ii) unfairly dismisses the employee; or
  - a) The cessation is because of the effluxion of time and;
    - i) the employee had a reasonable expectation that the employment with the University would continue until the employee had completed at least 10 years service; and
    - ii) the employee was prepared to continue the employment with the University.

## **26.2 Recognition of Prior Service**

- 26.2.1 The University will recognise all prior continuous paid full-time and part-time service within Australian universities and inter-university bodies as qualifying service for the purpose of determining long service leave entitlement provided that if an employee has taken a period of long service leave or has been paid in lieu of long service, such a period will be deducted from any entitlement due.

Recognition of prior services does not apply to employees who are employed on a casual basis.

The University will have discretion as to the recognition of any other service that had been recognised by the releasing university.

- 26.2.2 For the purposes of recognition, continuous service is recognised where there is a break of no longer than 2 months between any University positions held and break of no longer than 3 months between any Griffith University position held.
- 26.2.3 The employee will be required to serve 3 years with the University before being eligible to take accrued long service leave or be paid in lieu, except in the following circumstances where payment in lieu of such leave will be made:
- On death;
  - On receiving a pension under the relevant Superannuation Scheme.

## **27. FAMILY, CULTURAL OBLIGATIONS AND OTHER SPECIAL CIRCUMSTANCES LEAVE**

### **27.1 Entitlement**

This provision does not apply to casual staff.

An employee may take up to 3 days paid leave per occasion within a total calendar year entitlement of 5 days paid leave for all absences arising from the circumstances outlined in this clause. This leave does not accumulate from one year to the next. Any dispute as to the validity of a claimed absence will be referred to the Director, HR for determination.

### **27.2 Family Circumstances**

Employees with responsibilities in relation to either a person with who they have a kinship or affective relationship or members of their household who need their care and support are entitled to take up to 3 days paid leave per occasion to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

Typical kinship or affective relationships include relationships with:

- a) A partner (including a former partner, a de-facto partner and a former de-facto partner);
- b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or partner of the employee;

- c) Members of the extended family and/or community of Aboriginal and Torres Strait Islander: First People;
- d) Members of the extended family where there is a recognised cultural relationship to such persons.

In circumstances where the illness is of such a nature or frequency that all available carer's leave has been taken within the calendar year the employee may utilise their accumulated sick leave to care for dependants.

### **27.3 Australian Aboriginal and Torres Strait Islander Cultural Obligations**

An Australian Aboriginal and Torres Strait Islander employee can be granted up to 3 days paid leave per occasion to fulfil, formal cultural obligations related to the culture with which the employee or the employee's partner, family and/or community group identifies.

The employee shall notify the University in advance.

### **27.4 Special Circumstances**

An employee may be granted up to 3 days paid leave per occasion for reasons which are agreed by the Head of Element to be pressing, or emergency circumstances, or a requirement to fulfil formal cultural obligations other than as mentioned above, and which preclude attendance at work.

## **28. PARENTAL LEAVE**

Parental Leave provides the opportunity for employees to devote time to the care of their child or children during the first year of their parenting relationship.

All entitlements to parental leave will normally apply once only within a 12 month period.

### **28.1 Eligibility**

An employee is eligible for 52 weeks continuous leave where:

- a) the employee is taking the role of primary care-giver of a child, whether through birth or adoption; and
- b) the employee complies with the provisions of this clause.

### **28.2 Entitlement**

Parental Leave is normally taken for a maximum of 52 weeks, however an employee may apply for a further 12 months unpaid parental leave. Accrued recreation leave or long service leave may be taken during the 52 week leave period, or in addition to it.

Whilst on paid leave, whether parental, recreation leave or long service leave, pay will continue in the normal manner.

The table below sets out the parental leave entitlements for eligible employees:

Prior continuous service with the University	Paid parental leave entitlement	Unpaid parental leave entitlement	Total
12 months or more	26 weeks (total parental leave and primary carers leave)	26 weeks	52 weeks
1 - 11 months	1 week paid parental leave per month of service	Balance of 52 weeks	52 weeks

#### **28.2.1 Employees with Continuing Appointments**

Within the 52 week period, the University provides a maximum of 26 weeks of paid leave consisting of:

- 12 weeks paid maternity leave; and
- 14 weeks paid primary care giver's leave;

for full-time and part-time employees.

Employees employed on a part-time basis within the 12 months preceding or at the date of commencement of leave will be entitled to paid leave calculated on a pro rata basis based

on the average of weekly hours worked in the 12 months preceding the date of commencement of the leave.

- a) The 12 weeks maternity leave is normally only available to the employee who is the birth mother or is taking on the primary care giver role from the outset in the case of an adoption. Maternity leave for birth mothers would normally commence no later than 3 weeks prior to the expected birth date unless medical evidence is provided to certify that the pregnant employee is fit to continue normal duty for a further period that extends to no later than the expected birth date.
- b) The 14 weeks primary care giver leave will be available for up to 12 months from the date of birth/adoption to an employee for the period(s) that they take on the primary care giver role, subject to satisfying employee's responsibilities requirements. This may continue to be the birth mother, or initial primary care giver in the case of adoption, or the partner.
- c) The period of leave available to an employee who is a partner and a primary care giver will be reduced by the period of paid leave in excess of 12 weeks that the birth mother receives from another employer. Further a commensurate adjustment to increase the period of leave available to a partner who is a primary care giver will be made on production of appropriate evidence that the birth mother has ceased to be the primary care giver earlier than 12 weeks after birth for either medical or other significant reasons.
- d) In the case where both parents of the child are employed by the University, the entitlements listed herein can apply to either employee, providing that the employee applying is undertaking the role of the primary care giver. However, the total entitlement that will be available will be as if one employee had applied, regardless as to whether the role of primary care giver changes during the entitlement period.
- e) The paid leave period can be accessed in a number of ways within the 52 week maximum period and must be taken over a continuous period, except as specified below. Taking the full 26 weeks paid leave entitlement; the employee may opt for one of the following:
  - i) 26 weeks paid at 100% of normal salary; or
  - ii) 52 weeks paid at 50% of normal salary; or
  - iii) 14 weeks paid at 100% of normal salary, (unless a variation is approved by the relevant Head of Element on the basis of special circumstances and such approval will not be unreasonably withheld) other leave being utilised if required, for example as unpaid, recreation leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the employee to work on a part-time basis, but still receive full salary. (Must have prior approval of Supervisor, which will not be unreasonably withheld); or
  - iv) 21 weeks paid parental leave at 100% normal salary, 6 weeks of other leave being utilised if required, for example as unpaid, recreation leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the employee to work on a 80% part-time basis, but still receive full salary for the next 25 weeks. (Must have prior approval of Supervisor, which will not be unreasonably withheld)

#### **28.2.2 Employees with Fixed Term Appointments**

Fixed term employees who meet the eligibility requirements as described in this clause will have the same entitlements as those for continuing employees. However, if the fixed term contract expires during the eligible period of parental leave the contract term will not be extended for this purpose.

In the event that the fixed term contract expires during the period of leave this will be treated as a normal expiry of the contract. The employee will cease to be an employee at this point and therefore not entitled to further parental leave unless re-employed and meeting the entitlement criteria.

#### **28.2.3 Employees with Casual Appointments**

Casual employees who meet the eligibility requirements as described in this clause are entitled to 52 weeks of unpaid parental leave.

28.2.4 Where the employee has a permanent arrangement for the care of a child where the cultural traditions or requirements do not involve legal adoption procedures the staff member may put their case to the Director, HR to determine eligibility for parental leave.

### **28.3 Other Leave**

Parental leave extends for a maximum of 52 weeks. Accrued recreation leave or long service leave may be taken during the 52 weeks leave period, or in addition to the 52 weeks leave period but may not be taken in such a way to break up the paid parental leave, which must be taken in a continuous period as set out herein.

Recreation or long service leave must be applied for as a separate leave entitlement.

Whilst on paid leave, whether parental, recreation or long service, salary payments will continue in the normal manner.

### **28.4 Continuity of Service**

The period of time spent on parental leave is not treated as a break in service. Periods of paid parental leave will count as continuous service for calculation of entitlements for paid leave. Only up to 3 months of unpaid parental leave taken in conjunction with paid parental leave will accrue paid leave entitlements. Salary increments will not be affected by parental leave.

### **28.5 Unplanned Cessation**

In the unfortunate circumstance that an employee's pregnancy terminates by either:

- miscarriage after a gestation period of greater than 14 weeks; or
- stillbirth:

the employee will be entitled to up to 6 weeks paid leave on presentation of supporting medical evidence, commencing on the date that the still birth or miscarriage occurred.

Where a stillbirth occurs after the employee has commenced parental leave the employee will be entitled to up to 6 weeks paid leave, however any remaining parental leave entitlement would cease.

### **28.6 Notifying Changes in Circumstances**

An employee may extend the period of parental leave if:

- a) the employee provides at least 14 days written notice to the University before the original expiry date of the leave; and
- b) the total period of parental leave taken is not more than the maximum of 52 weeks.

### **28.7 Return to Work**

At the end of the leave period, the employee will wherever possible return to the same position as that prior to leave. If organisational circumstances prevent this, the employee will be, wherever possible, placed in a position of equal status and conditions, taking into account the employee's qualifications, skills and experience.

Should the employee wish to return to work earlier than advised, the employee will need to submit a written request and approval will be at the discretion of the Head of Element and will be dependent upon operational needs and organisational arrangements.

An employee returning to work after a period of parental leave may apply to return on a reversible part-time basis in accordance with the Reversible Part-time Appointment for the Care of Dependents subclause of this Agreement.

### **28.8 Partner Leave**

Where an employee (other than a casual employee) is not the primary care giver of a child and becomes a parent, whether through birth/adoption, he/she is eligible for 10 days paid leave providing:

- a) the employee has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave; and
- b) employees employed on a part-time basis will be entitled to paid leave calculated on a pro rate basis; and
- c) the leave is to be taken at or about, but not normally prior to, the time of the birth/adoption and is not to be used in conjunction with primary care giver leave; and
- d) the employee complies with the relevant provisions in subclause 28.3.

Where an employee who is granted partner leave under this clause is subsequently granted primary care giver leave in accordance with this clause, such leave entitlement will be reduced by the period of partner leave taken.

## **29. LEAVE WITHOUT SALARY**

**29.1** This provision does not apply to casual employees.

Employees can apply for periods of leave without salary where they do not have an entitlement for paid leave or where their entitlement has been exhausted.

**29.2** The provision of leave without salary is not an entitlement. However it is recognised that individuals may need to apply for periods of leave without salary on compassionate or other compelling grounds. In all cases, applications will be considered by taking account of the employee's circumstances and of the University's operational requirements, which by necessity will take first priority.

**29.3** Leave without salary will not be granted in broken periods, separated by public or University holidays, or periods of recreation leave, and will be limited to a maximum of 12 months unless there are exceptional circumstances.

**29.4** Public holidays observed during a period of leave without salary will form part of the period of leave.

**29.5** Normally, applicants will be expected to have exhausted accrued periods of leave which are relevant to the purpose of the application.

**29.6** Periods of leave without salary up to and including 1 month will not affect an employee's service, increment or probation date and will continue to be regarded as qualifying time for long service, recreation and sick leave. Periods greater than 1 month will incur an adjustment of increment and probation dates and not be regarded as qualifying time for leave by the period of leave taken greater than 1 month.

## **30. OTHER LEAVE**

### **30.1 Bereavement Leave**

An employee is, upon the death of person with whom the employee has a kinship or affective relationship, entitled to take up to 2 days paid leave per occasion for the purpose of making arrangements and/or attendance at the funeral.

### **30.2 Jury Service and Court Attendance Leave**

Paid leave shall be granted to an employee required to serve as a juror or appear as a witness, for the period of attendance required in any Court of Law provided the employee assigns to the University all payment received for such court attendance. Such a leave application must be supported by a certificate from the Sheriff's Office indicating attendance.

### **30.3 Reserve Forces Leave**

**30.3.1** An employee who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose undertaking service of up to 14 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.

**30.3.2** To claim this leave entitlement, an employee will inform the Director, HR of their Defence Force Reserves status on appointment and any subsequent change to that status.

**30.3.3** Upon application for such leave, evidence of the necessity for attendance must be submitted and at the conclusion of such leave the employee must produce a Certificate of Attendance signed by the Commanding Officer.

**30.3.4** Where, due to operational requirements, leave of absence cannot be granted in accordance with the above, the Head of School/Department may grant leave of absence for a similar purpose at another time.

### **30.4 Emergency Services Leave**

An employee who is a member of the State Emergency Services (SES) or equivalent community based volunteer emergency services entity may apply to take up to 5 days paid leave per year (non-cumulative) to carry out duties associated with such service, provided that:

a) the Head of Element is advised as soon as possible of a likely absence and the



- length of absence; and
- b) on return to work, the employee submits a certificate of official attendance signed by an officer of the relevant emergency services entity.

### **30.5 Workplace Relations Training Leave**

An employee who is a formally appointed union office holder or union delegate may be granted up to 5 working days leave on ordinary rates each calendar year (non-cumulative), to attend courses and seminars that contribute to a better understanding of workplace relations, including trade union training leave and required attendance at regional, State and National meetings or conferences, provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

### **30.6 Domestic and Family Violence leave**

- 30.6.1 An employee may experience domestic and family violence in their personal life that may affect their attendance or capacity to perform their work. In such cases a employee may be granted up to 10 days leave each calendar year to attend to matters including, but not limited to:
- a) Medical appointments and legal proceedings;
  - b) Protection of children and dependents;
  - c) Other necessary actions associated with the violence.
- 30.6.2 An employee may be required to produce evidence that family or domestic violence has occurred, such as, a medical certificate, a document issues by the police service and/or court.
- 30.6.3 If it is not practicable for the employee to give prior notice of absence, the employee shall notify the University by telephone of such absence at the first opportunity on the first day of absence.
- 30.6.4 In circumstances where domestic and family violence is of such a nature and/or frequency the employee can apply to the Director, HR, or delegate, to access any unused Family, or Other Special Circumstances Leave and then any accumulated sick leave to attend to necessary related matters.
- Further to the above, the employee can apply to take leave without pay, recreation leave or long service.

## **PART 5 – PERFORMANCE REVIEW AND DISCIPLINARY PROCEDURES**

### **31. PROBATION**

Probation will be undertaken in accordance with this clause and dealt with in accordance with the relevant University policies, procedures and guidelines.

#### **31.1 Continuing Appointments**

Continuing employees are normally subject to a probation period of up to 3 years:

In exceptional circumstances and having regard to the nature of the job, the Head of Element may recommend to the relevant senior officer that a longer period of probation be applied, or that a shorter period of probation be applied, or that the probation period be waived.

Where, immediately subsequent to a fixed term appointment, an employee is appointed to a continuing position at the same level and which involves work of a substantially similar nature to the fixed term position currently held, all time served in the fixed term appointment(s) will count as part or all of the probationary period for the continuing position.

##### **31.1.1 Probationary reviews**

Reviews of staff on a probationary appointment will be undertaken according to the appropriate Classification Standards set out in Schedules 1 and 2 and the relevant University policies, procedures and guidelines as amended from time to time.

##### **31.1.2 Satisfactory Performance**

Where the finding is that performance is satisfactory the employee's appointment will be continued.

##### **31.1.3 Unsatisfactory Performance**

Where the finding is that the employee's performance is unsatisfactory and sufficient progress has not been made the employee's appointment may be terminated.

Termination of employment due to unsatisfactory performance can be instigated at any time during the probationary period provided the employee has had a reasonable opportunity to improve.

At all stages of this process the principles of procedural fairness will apply.

An employee is entitled to be represented by a nominated representative at any stage of the process.

### **31.2 First Notification of Unsatisfactory Performance**

- 31.2.1 Where the supervisor's assessment is based on complaints from third parties, including students, the employee must be made aware of the complaints at the time, and in sufficient detail, to afford procedural fairness, including the provision of a reasonable time for the employee to respond.
- 31.2.2 Where a supervisor makes an assessment that the performance of an employee is unsatisfactory, based on the ASCD documentation and other evidence, the supervisor will first meet with the employee to provide a copy of their report, which will contain the reason/s for the assessment.
- 31.2.3 The employee is entitled to 10 days to respond in writing to the supervisor's assessment on receiving the supervisor's written report.
- 31.2.4 The supervisor will, where relevant, consider the employee's response and review their assessment.
- 31.2.5 Where the supervisor's assessment remains that performance is unsatisfactory, they will, in consultation with the employee, jointly develop a Performance Improvement Plan (PIP) that includes appropriate goals and time frames for achievement.
- 31.2.6 The supervisor may recommend that an annual salary increment be withheld from the employee for the duration of the unsatisfactory performance process.
- 31.2.7 The PIP may include a course of professional development, other program(s) and/or resources designed to assist in improving performance.
- 31.2.8 The employee is entitled to include any concerns identified with the Performance Improvement Plan (PIP) in their response to the written report.

### **31.3 Review of First Notification**

- 31.3.1 Where the employee disagrees with an assessment of unsatisfactory performance it must be supported by reasonable evidence and will only be considered on the following grounds:
  - a) relevant information was not taken into consideration; and/or
  - b) irrelevant information was taken into consideration; and/or
  - c) new information that could affect the assessment has become known; and/or
  - d) the assessment of the supervisor is unreasonable in the circumstances.
- 31.3.2 Where the employee seeks to challenge the assessment on the grounds specified in 31.2.1, their response is referred to the Dean (Academic), or other relevant officer, for review. An academic employee with relevant discipline expertise, selected in consultation with the employee, may assist in the review as appropriate.
- 31.3.3 The purpose of the review is to:
  - a) consider all material submitted for the review including the supervisor's report, the employee's response and any supporting material; and
  - b) make a determination as to whether a finding of unsatisfactory performance is appropriate in the circumstances; and
  - c) make a determination as to whether the proposed PIP is reasonable in the circumstances.
- 31.3.4 The review must give due and proper weight to the material provided for the review and the employee will be advised in writing of one of the following:
  - a) confirm the assessment of unsatisfactory performance and the remedial action required
  - b) modify any or all of the particulars contained in the previous advice

- c) withdraw the assessment of unsatisfactory performance

#### **31.4 Formal Progress Review**

- 31.4.1 Formal PIP review meetings comprising the employee and the supervisor will normally be conducted every 3 months, normally commencing no later than 3 months after the finalisation of the PIP.
- 31.4.2 Where the expected performance improvements have been assessed at the review meetings as having been met, the employee will be advised in writing and will continue on with the PIP.
- 31.4.3 Where all the required performance improvements have been achieved and overall performance is assessed as satisfactory at a subsequent annual performance review, the employee will be advised in writing that the PIP is no longer required.
- 31.4.4 Where the required performance improvements under the PIP have not been achieved and overall performance is assessed as unsatisfactory, the supervisor will advise the employee in writing as to:
  - a) the areas of performance that are considered unsatisfactory,
  - b) the nature of the improvement required,
  - c) the time frame within which such improvement must occur,
  - d) the date proposed for a review of the specific areas of performance,
  - e) the availability of any relevant development or other resources to assist the employee in improving performance.
- 31.4.5 The employee is entitled to respond to the supervisor's formal progress review assessment within 10 days of receiving the written report.
- 31.4.6 The supervisor must give due and proper weight to any response provided by the employee and will do one of the following and advise the employee in writing:
  - a) withdraw the advice; or
  - b) modify any or all of the particulars contained in the previous advice; or
  - c) confirm the assessment of unsatisfactory performance and the remedial action required; or
  - d) recommend termination of employment.

#### **31.5 Supervisor Report to the Relevant Senior Officer**

- 31.5.1 Where the performance of the employee continues to be unsatisfactory, or there has been a repeat of unsatisfactory performance, the supervisor will make a formal report to the Relevant Senior Officer. The report will clearly state the areas of performance previously identified as unsatisfactory, the PIP and the remedial actions taken over the period of the PIP.
- 31.5.2 The supervisor will provide the employee with a copy of the report at the time it is submitted to the Relevant Senior Officer. The employee will be entitled to 10 working days from receipt of the supervisor's report to submit a written response.

#### **31.6 Decision of the Relevant Senior Officer**

- 31.6.1 On receipt of the report and any written response provided by the employee the relevant senior officer will:
  - a) take no further action and notify the employee and Head of Element, or
  - b) refer the matter back to the Head of Element to ensure that full and due process is complied with in substance and in a manner appropriate to the circumstances; or
  - c) terminate the employment.

Notice period for termination on grounds of unsatisfactory performance will be in accordance with the Cessation of Employment clause.

#### **31.7 Fixed Term Appointments**

Fixed term employees are subject to a minimum probation period of 3 months up to one third (1/3) of the total term of the fixed term contract, whichever is greater.

The period of probation applies to the first fixed term appointment at a level except that:

- a) where an employee is re-employed by the University, and the break in service is 3 months or more; or
- b) where an employee is appointed to subsequent to a fixed term appointment at a

- higher level; or
- c) where an employee is appointed to subsequent to a fixed term appointment which involves duties that are substantially different to those of their current position.

Notice period for termination on grounds of unsatisfactory performance will be:

- 8 weeks for a probation period of 12 months or less.
- 12 weeks for a probation period of greater than 12 months.

## **32. ACADEMIC STAFF REVIEW**

**32.1** Academic Staff Review will be dealt with in accordance with the relevant University policies, procedures and guidelines as amended from time to time.

**32.2** The Academic Staff Review will assess performance; set goals, review work allocations; explore developmental opportunities; and discuss and plan leave options.

### **32.3 Review and Development**

32.3.1 Where the supervisor assesses that the employee's performance is satisfactory, an increment will be awarded (where applicable) and a development plan will be developed in consultation with the employee.

32.3.2 Where the supervisor assesses that the employee's performance is unsatisfactory or unacceptable, this will be addressed in accordance with clause 32.4.

### **32.4 Unsatisfactory Performance Assessment**

32.4.1 At all stages of the unsatisfactory performance assessment process the principles of procedural fairness will apply.

32.4.2 An employee's overall performance may be considered unsatisfactory where the employee's performance in carrying out assigned duties is significantly deficient in the standard commensurate with the employee's level of appointment.

It may include cases where:

- a) the employee unreasonably refuses to meet with the supervisor to discuss performance;
- b) the employee fails to submit a completed ASCD documentation following formal notice to do so;
- c) having been afforded a reasonable opportunity to remedy performance concerns, the employee's performance continues to be unsatisfactory
- d) the employee's performance is assessed as unsatisfactory in 30% or more of their total academic work allocation, either as a single component or in aggregation.

32.4.3 Management of unsatisfactory performance will be undertaken in accordance with clause 33.

## **33. UNSATISFACTORY PERFORMANCE MANAGEMENT**

Managing unsatisfactory performance of staff will be undertaken in accordance with this clause and dealt with as set out in the relevant University policies, procedures and guidelines as amended from time to time and which will be identified to the staff at the time of the unsatisfactory performance assessment.

At all stages of this process the principles of procedural fairness and the Code of Conduct will apply.

An employee is entitled to be represented by a nominated representative at any stage of the process.

### **33.1 First Notification of Unsatisfactory Performance**

33.1.1 Where the supervisor's assessment is based on complaints from third parties, including students, the employee must be made aware of the complaints at the time, and in sufficient detail, to afford procedural fairness, including the provision of a reasonable time for the employee to respond.

33.1.2 Where a supervisor makes an assessment that the performance of an employee is unsatisfactory, based on the ASCD documentation and other evidence, the supervisor will first meet with the employee to provide a copy of their report, which will contain the reason/s for the assessment.

- 33.1.3 The supervisor will advise the employee of their assessment of unsatisfactory performance and the specific areas of unsatisfactory performance to be discussed at least 24 hours prior to the ASCD meeting.
- 33.1.4 A record of the discussion between the supervisor and the staff member, including the reasons for the supervisor's assessment will be kept and a copy supplied to the staff member within 5 working days of the meeting.
- 33.1.5 The employee is entitled to 10 days to respond in writing to the supervisor's assessment on receiving the supervisor's written report.
- 33.1.6 The supervisor, in consultation with the employee will jointly develop a Performance Improvement Plan (PIP) that includes appropriate goals and time frames for achievement.
- 33.1.7 The supervisor may recommend that an annual salary increment be withheld from the staff member for the duration of the unsatisfactory performance process.
- 33.1.8 The PIP may include a course of professional development, other program(s) and/or resources designed to assist in improving performance.
- 33.1.9 The staff member is entitled to include any concerns identified with the Performance Improvement Plan (PIP) in their response to the written report (33.1.5).
- 33.1.10 Where an employee disagrees with an assessment of unsatisfactory performance it must be supported by reasonable evidence and will only be considered on the following grounds:
  - a) relevant information was not taken into consideration; and/or
  - b) irrelevant information was taken into consideration; and/or
  - c) new information that could affect the assessment has become known; and/or
  - d) the assessment of the supervisor is unreasonable in the circumstances.

### **33.2 Review of First Notification**

- 33.2.1 Where the employee seeks to challenge the assessment on the grounds specified in 33.1.10, their response is referred to the Dean (Academic) or other relevant officer for review. An academic employee with relevant discipline expertise, selected in consultation with the employee, may assist in the review as appropriate.
- 33.2.2 The purpose of the review is to:
  - a) consider all material submitted for the review including the supervisor's report, the employee's response and any supporting material
  - b) make a determination as to whether a finding of unsatisfactory performance is appropriate in the circumstances
  - c) make a determination as to whether the proposed PIP is reasonable in the circumstances
  - d) provide a report with a recommendation to the relevant senior officer
- 33.2.3 The review must give due and proper weight to the material provided for the review and the employee will be advised in writing of one of the following:
  - a) confirm the assessment of unsatisfactory performance and the remedial action required;
  - b) modify any or all of the particulars contained in the previous advice;
  - c) withdraw the assessment of unsatisfactory performance.

### **33.3 Formal Progress Review**

- 33.3.1 Formal PIP review meetings comprising the employee and the supervisor will normally be conducted every 3 months, normally commencing no later than 3 months after the finalisation of the PIP. The formal progress review will be conducted over the period as specified in the PIP.
- 33.3.2 Where the expected performance improvements have been assessed at the review meetings as having been met, the employee will be advised in writing and will continue on with the PIP.
- 33.3.3 Where all the required performance improvements have been achieved and overall performance is assessed as satisfactory at the subsequent annual performance review, the employee will be advised in writing that the PIP has been successfully completed and is no longer required.

- 33.3.4 Where the required performance improvements under the PIP have not been achieved and overall performance is assessed as unsatisfactory, the supervisor will advise the employee in writing as to:
- a) the areas of performance that are considered unsatisfactory,
  - b) the nature of the improvement required,
  - c) the time frame within which such improvement must occur,
  - d) the date proposed for a review of the specific areas of performance,
  - e) the availability of any relevant development or other resources to assist the employee in improving.
- 33.3.5 The employee is entitled to respond to the supervisor's formal progress review assessment within 10 days of receiving the written report.
- 33.3.6 The supervisor must give due and proper weight to any response provided by the employee and will do one of the following and advise the employee in writing:
- a) confirm the assessment of unsatisfactory performance and the remedial action required;
  - b) modify any or all of the particulars contained in the previous advice;
  - c) withdraw the advice.

### **33.4 Supervisor Report to the Director HR**

- 33.4.1 Where the performance of the employee continues to be unsatisfactory, or there has been a repeat of unsatisfactory performance, the supervisor will make a formal report to the Director HR. The report will clearly state:
- a) the areas of performance previously identified as unsatisfactory, and
  - b) the PIP and the remedial actions taken over the period of the PIP, and
  - c) a recommendation of disciplinary action.
- 33.4.2 The supervisor will provide the employee with a copy of the report at the time it is submitted to the Director HR. The employee will be entitled to 10 working days from receipt of the supervisor's report to submit a written response.

### **33.5 Review**

Where the supervisor within the above report makes a recommendation for either demotion or termination of employment the employee can, within 10 working days of receiving advice of the recommendation, request a review on the grounds of:

- a) an identified breach of the principles of procedural fairness, or;
  - b) new information that could affect the recommendation to the Relevant Senior Officer has become known.
- 33.5.1 Where the employee requests a review the Director, HR will establish a review panel to convene as soon as practicable.
- 33.5.2 A review panel will comprise:
- a) a staff member nominated by the University, and
  - b) a staff member nominated by the NTEU following consultation with the employee.
- 33.5.3 The role of the review panel is to:
- a) consider the claim by the employee and any supporting material;
  - b) make a determination as to whether the finding of unsatisfactory performance is materially impacted by the provided material(s); and
  - c) provide a report with an assessment of the employee's claim(s) to the Director HR.

### **33.6 Report to the Relevant Senior Officer**

The Director HR will provide the supervisor's report and recommendation, any response from the employee, and any review report to the Relevant Senior Officer.

### **33.7 Decision of the Relevant Senior Officer**

- 33.7.1 On receipt of the report, and any written response provided by the employee and any review report, the relevant senior officer will:
- a) take no further action and notify the employee and Head of Element, or
  - b) refer the matter back to the Head of Element to ensure that full and due process is complied with in substance and in a manner appropriate to the circumstances, or

- c) impose disciplinary action
- 33.7.2 The relevant senior officer will advise the employee in writing within 5 working days of their decision.
- 33.7.3 The notice period in the case of termination of employment will be in accordance with the Cessation of Employment clause and will commence from the date immediately following the date on which the employee is notified. With the approval of the relevant senior officer, the period of notice may be either worked out in full or part, or paid in lieu.
- 33.7.4 An appeal or review of the decision can be undertaken through the FWC or other relevant external review authority.

## **PART 6 – CESSATION OF EMPLOYMENT**

### **34. TERMINATION OF EMPLOYMENT**

- 34.1 Termination of employment is termination at the initiative of the University and shall only occur as provided for in this Agreement. This clause does not apply to casual staff except as specified.
- 34.2 **Notice of Termination by the University**
  - 34.2.1 The notice period for termination of employment for a continuing, continuing (contingent funded) or fixed term employee, except in the case of serious misconduct or probation, is 12 weeks.
  - 34.2.2 For staff on probation, the provisions of the Probation clause of this Agreement will apply.
  - 34.2.3 The notice period for termination of employment for a casual employee engaged for a set period, except in the case of serious misconduct, is 2 weeks.
  - 34.2.4 An employee who has been found to have engaged in serious misconduct, in accordance with the Dealing with Misconduct or Serious Misconduct clause, such that it would be unreasonable to require the University to continue the employment during the period of notice will be terminated without notice.

### **35. RESIGNATION**

- 35.1 The notice of resignation required to be given by an employee is the same as the notice of termination required of the University.
- 35.2 A shorter period of notice may be approved on request of the employee.
- 35.3 Where an employee fails to give the required notice, the University has the right to withhold monies due to the employee, to a maximum amount equal to the ordinary rate of pay for the period of notice.

### **36. ABSENCE FROM DUTY**

- 36.1 Where an employee is absent without prior notice and approval from the workplace, they must notify their supervisor (except in exceptional circumstances where they are not able to notify the supervisor) as soon as is practicable of their absence. The employee will be required to advise the supervisor of the nature and estimated length of the absence.
- 36.2 Where an employee's absence extends past the length of absence advised to the University, they will notify the supervisor of any changes at the earliest possible time.
- 36.3 Except in exceptional circumstances, failure by an employee to advise the University of the reason for any absence in excess of 10 sequential working days will be considered to be abandonment of employment, and she/he will be deemed to have terminated their employment.

### **37. JOB SECURITY**

The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, if changes in staffing levels are required, changes will be made as far as possible through voluntary measures and every reasonable effort will be made to avoid forced redundancies. The provisions of the Change Management clause will be followed. There will be an active approach to redeployment as provided for in the Redundancy and Redeployment clause.

### **38. CHANGE MANAGEMENT**

The University is committed to managing change in order to minimise adverse effects on the University community while ensuring that the University is able to adapt appropriately to changing circumstances. Furthermore, the University is committed to managing change in a proactive, transparent and constructive manner.

The following constitute the key components of the principles and practices for management of change.

### **38.1 Consultation**

38.1.1 When the University proposes a significant change to work organisation, consultation with affected employee(s) and their nominated representative(s) will take place not later than the point at which the relevant University officer or body has made an in principle decision to propose a change which is likely to impact on staff. A reduction of 1 position in a structural change may not constitute significant change.

38.1.2 The University will not take any action prior to conclusion of this consultation such as would suggest that consultation is not genuine.

The University will provide relevant information, which includes a written change proposal, as part of the consultation process. Consultation will cover, but not be limited to:

- a) the rationale for the change, including financial information where relevant;
- b) consideration of alternative strategies for dealing with the situation;
- c) potential adverse effects on staff, including changes to work allocations, if any;
- d) strategies for avoiding or mitigating such adverse effects; reasons why positions are considered surplus to requirements and how these were identified;
- e) the number and classification of affected positions;
- f) redeployment and retraining prospects for employees impacted by surplus position(s) whether a post implementation review is appropriate.

38.1.3 Where the proposed change is significant in nature, the matter will be placed on the agenda of the ASCC. The ASCC may seek additional information about the proposed change and may put forward comments, alternative strategies and solutions, and proposals for averting or mitigating any potentially adverse effects. In these circumstances the ASCC will give consideration to an initial review paper to be developed and distributed by the University for consultation before a final change proposal is developed.

### **38.2 Evaluation of Consultation Outcomes**

The University will take account of the points above when considering change proposals and will give serious consideration to views and feedback put forward as part of the consultation process on these points before deciding whether to proceed with the proposed change, either in its original or revised form.

### **38.3 Implementation and Review**

Should the University decide to proceed with the proposed change, in either its original or revised form, then the University will establish, publish and communicate to affected staff and unions the strategies and timelines for:

- a) the implementation of change; and
- b) if appropriate, a review of the outcomes.

The University will provide a written summary response to the feedback received during the consultation period to the affected staff, unions and GSCC.

### **38.4 Redeployment and Redundancy**

Should the changes involve the potential of positions becoming surplus to requirements, the Redundancy and Redeployment clause will apply.

### **38.5 Contracting Out**

38.5.1 The University will provide due notice and consult with affected employees and the relevant unions where there is a proposal to contract out work that is currently carried out by University staff. Consultation and decision making will be in accordance with the above provisions.

38.5.2 Where the University has decided to contract out to another organisation it will:

- a) upon request, provide the tender documentation to the relevant affected staff to enable them to tender for the work in competition with external providers; and.



- b) endeavour to negotiate employment arrangements with the contractor and relevant unions to assist displaced University staff to move to, or have the option of employment with the outside contractor.
- 38.5.3 Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of staff (e.g. training in the safe use of new equipment).

### **39. REDUNDANCY AND REDPLOYMENT**

The provisions of this clause will not apply to casual, fixed term and continuing (contingent funded) employees. Contiguous prior casual, fixed term or continuing (contingent funded) service does not count as service for calculating redundancy pay and notice entitlements.

- 39.1** Employees have the right to be represented by a nominated representative throughout all stages of the process.
- 39.2** Where the University proposes a significant change to work organisation that may involve positions being declared surplus to requirements, initial consultation with affected staff and their nominated representative(s) and the NTEU will occur in accordance with the Change Management clause.
- 39.3** Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment to identify potential alternative employment opportunities, having regard to skills, qualifications and experience.
- 39.4** A position may be considered redundant for genuine operational reasons of an economic, technological, structural or similar nature, including, but not limited to:
- a) a decrease in student demand or enrolments in any academic course or program or combination or mix of courses or programs conducted on one or more campuses;
  - b) a decision to cease offering or to vary the academic content of any course or program or combination or mix of courses or programs conducted on one or more campuses;
  - c) financial exigency within an organisational unit or cost centre; or
  - d) changes in technology or work methods.

and which results in the work of the position or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

#### **39.5 Salary Rate**

All redundancy payments will be calculated on the relevant salary rate of the employee's substantive position as at the date of cessation of employment.

#### **39.6 Service Fraction**

An employee who has worked different modes of employment on a continuous basis (e.g. full-time or part-time), will have the equivalent full-time years of service used in the calculation of their redundancy package.

For example, where an employee has served for 10 years, 8 years on a full-time basis and 2 years on a 50% part-time basis, this service will equate to 9 years full-time service.

The exception to this is that in the case of an employee who is on a reversible part-time appointment in accordance with the provisions of this Agreement as at the date of cessation of employment, the employee's substantive normal hours of work will apply for the duration of the current reversible part-time appointment.

#### **39.7 Process for Nominations for Voluntary Redundancy**

- 39.7.1 Once a definite decision is made that positions are surplus to requirements, the University may choose to manage the proposed reduction through a voluntary process by seeking nominations from employees for redundancy. The arrangements for the voluntary nomination process will be notified to the affected staff and the NTEU and include information about the numbers of positions to be reduced and the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

- 39.7.2 The relevant senior officer will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.
- 39.7.3 An employee whose nomination is accepted will be entitled to the redundancy benefits as set out below.
- 6 months salary from the date of acceptance of the nomination for voluntary redundancy; plus
  - a sum calculated at the rate of 2 weeks' salary per completed year of service with the University to a maximum entitlement of 52 weeks' salary; plus
  - payment on a pro rata basis for long service leave calculated on completed years of service.

The employee will be notified of the date of effect and redundancy benefits payable.

### **39.8 Position Redundancy Notification**

Where a voluntary redundancy nomination process does not achieve the required staff reductions, or a voluntary redundancy nomination process was not undertaken, the University may declare a position or positions redundant. Each affected employee will be notified in writing that their position is redundant. The notification will provide the following information:

- a) the reasons for termination;
- b) the number and categories of employees likely to be affected;
- c) options available;
- d) an indication of the redundancy benefit payable, including recreation leave and long service leave where applicable;
- e) the date when, or period over which, the University intends to carry out the redundancy(s).

The employee will also be invited at that time to nominate within 10 working days to either take early separation or seek redeployment. An offer of early separation will lapse after 10 working days.

Within 10 working days of receipt of a nomination to take early separation, the University will notify the employee of the redundancy date and entitlements.

An employee whose position is made redundant will be given a redundancy payment and will leave employment at the University at the earliest opportunity nominated by the University.

### **39.9 Early Separation**

- 39.9.1 An employee who has nominated for early separation will receive the greater of the gross monetary value of the following benefit or the retrenchment benefit set out herein
- 6 months salary from the date of redundancy; plus
  - a sum calculated at the rate of 2 weeks' salary per completed year of service with the University to a maximum entitlement of 52 weeks' salary; plus
  - payment on a pro rata basis for long service leave calculated on completed years of service.
- 39.9.2 From this time the employee will be provided with reasonable paid time to attend employment interviews.

### **39.10 Retrenchment**

- 39.10.1 Upon the expiration of the offer of early separation, should further redundancies be deemed necessary, the relevant senior officer will advise in writing any employee who has not previously applied for early separation or redeployment that they are an excess employee and will be retrenched at the earliest opportunity nominated by the University.
- 39.10.2 On retrenchment an employee will receive the following benefits:
- 18 months salary plus;

severance pay based on length of service as follows:

Up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay

3 years and up to the completion of 4 years  
4 years and over

7 weeks pay  
8 weeks pay

### **39.11 Redeployment**

An employee who elects to seek redeployment will be provided with a period of 12 weeks during which time the University will actively undertake to redeploy the employee. The 12 week period will commence from the date of notification that the employee is an excess employee.

Where an employee has not been redeployed at the end of the 12 week redeployment period, the employee will receive the benefits set out above less 12 weeks' salary.

An employee may be redeployed to a fixed term position as a temporary redeployment measure. An employee temporarily redeployed to a fixed term position will retain their existing status and entitlements. During this period or on completion of the fixed term appointment, if the employee has not been redeployed or converted to a continuing position, the employee will return to the redeployment process for the unexpired portion of the redeployment period.

### **39.12 Salary Maintenance**

The overriding aim will be to find a suitable position at an equivalent salary level. When an employee agrees to be redeployed to new duties for which the prescribed rate of pay is lower than the redundant position, the pre-existing higher salary will be maintained for a period of 12 weeks.

At the conclusion of this salary maintenance period, the employee will be paid at the top increment of the lower level.

### **39.13 Redeployment Process**

Where a staff member chooses redeployment, the following process will occur:

- a) HR will interview the staff member to ascertain career interests/aspirations, experience/skills, knowledge and training needs.
- b) HR will assist in developing a Curriculum Vitae, letter of application and in preparing for interviews.
- c) HR will monitor potential vacancies and keep a record of all staff members to be redeployed. Staff being considered for redeployment will be informed of potential vacancies and provided with details including position descriptions and selection criteria.

Where a staff member is being considered for a vacant position and satisfies the essential selection criteria, or would do so with reasonable training, the Chair of the Selection Committee, in conjunction with HR, will interview the staff member prior to any advertisement being placed.

In the case where there are two or more staff members to be considered for redeployment to one position, the merit principle will apply.

Should the interview process confirm that the staff member satisfies the essential selection criteria or would, with reasonable training (normally 6 months), redeployment will be effected at the earliest possible mutually acceptable date for all parties. The necessary training will be carried out by the University in paid time and any associate course costs paid by the University.

If the staff member is not considered suitable for the vacant position the area with the vacancy will be required to discuss with the Director, HR why the staff member does not meet the requirements of the position. Where the Director, HR is satisfied with the decision, the staff member may then be given feedback by the Chair of the Selection Committee or the supervisor.

Where there is disagreement on whether the staff member is considered as a suitable appointee, the Deputy Vice Chancellor (Academic) is the authorised arbiter.

### **39.14 Relocation costs**

Where applicable, a staff member will, subject to the requirements and provisions of the University's relevant policy and procedures, be entitled to all reasonable expenses associated with moving a household to a new location in the event of redeployment.

### **39.15 Re-employment**

Employees who have their employment terminated under the provisions of this clause are ineligible for re-employment in any form for a period of 12 months from the date of separation unless otherwise approved by the Director, HR.

## **PART 7 – DISCIPLINARY AND OTHER MATTERS**

### **40. DEALING WITH MISCONDUCT OR SERIOUS MISCONDUCT**

- a) Allegations and assertions of misconduct or serious misconduct will be managed in accordance with this Clause and the University's policies and procedures as amended from time to time.
- b) Nothing in this clause will preclude the University from summarily dismissing an employee on the grounds of serious misconduct.
- c) For the purposes of this Clause "misconduct" and "serious misconduct" will mean the behaviour described in Subclauses 4.2.10 Misconduct and 4.2.14 Serious Misconduct.
- d) An employee against whom there are assertions and/or allegations of misconduct or serious misconduct will at all times be afforded procedural fairness including in any investigation undertaken.
- e) All decisions to discipline or terminate the employment of an employee for misconduct or serious misconduct will be in accordance with the provisions of this Clause and the principles of procedural fairness.
- f) An employee who is subject to an allegation of misconduct or serious misconduct may be accompanied, should they choose, at any meeting in relation to that allegation by their nominated representative.

#### **40.1 Assertions of Misconduct or Serious Misconduct**

- 40.1.1 Assertions of misconduct or serious misconduct are to be referred to the Director, HR (or delegate). Assertions may be made by any person and may be verbal or in writing.
- 40.1.2 The Director, HR will consider whether the assertion(s) warrants formal action under these procedures. For the purpose of making that decision, the Director, HR may conduct or initiate a preliminary investigation which will be undertaken within a reasonable timeframe from the appointment of the investigator(s).
- 40.1.3 The Director, HR will advise the employee who is the subject of the assertion(s) that the assertion(s) has been made and the process to be undertaken within 5 working days of receipt of the assertion(s).

The participation of the employee in a preliminary investigation will be without prejudice to any response or position they may undertake in any subsequent formal process.

#### **40.2 No Further Action**

Where the Director, HR determines that no formal action under these procedures is warranted, no further action will be taken and the employee will be advised in writing of the decision.

#### **40.3 Formal Action**

- 40.3.1 If the Director, HR decides to proceed with formal action, they will:
  - a) notify the employee in writing, setting out the allegation(s).
  - b) include sufficient detail to enable the employee to understand the nature of the allegation(s), and to properly consider and respond to them including any relevant documents.
  - c) inform the employee that they are entitled, within 10 working days of receiving a copy of the allegation(s), to submit a written response to the Director, HR.
- 40.3.2 Notification in writing will be deemed to have been served if sent by registered mail to the last known home address of the employee.
- 40.3.3 Depending on the nature of the allegation(s), the Director, HR (or delegated authority) may, without prejudice, determine that it is appropriate to suspend the employee with pay while an investigation is being conducted.
- 40.3.4 If the employee admits the allegation(s) in full and the Director, HR is of the opinion that the behaviour amounts to misconduct or serious misconduct then the Director, HR may recommend one of the disciplinary actions described in Definitions Subclause 4.2.7 to the Relevant Senior Officer.
- 40.3.5 If the employee denies, or partially denies the allegations or fails to respond to the allegations, the Director, HR (or delegated authority) will consider the allegations and any

relevant evidence, the employee's response and any mitigating circumstances. Following this, the Director, HR (or delegated authority) may:

- a) take no further action and advise the employee in writing of the decision;
- b) require a further investigation to be undertaken in order to more fully establish the circumstances.
- c) determine that there is a case for the employee to answer.

40.3.6 Where the Director, HR determines that there is a case for the employee to answer, a report containing the Director's findings and recommendation of disciplinary action will be sent to both the employee and the Relevant Senior Officer. The employee, on receipt of the report, has 10 working days to provide a written response

#### **40.4 Review**

40.4.1 Where the Director HR within the above report makes a recommendation for either demotion or termination of employment the employee can, within 10 working days of receiving advice of the recommendation, request a review on the grounds of:

- a) an identified breach of the principles of procedural fairness, or;
- b) new information that could affect the recommendation to the Relevant Senior Officer has become known.

40.4.2 Where the employee requests a review the Director, HR will establish a review panel to convene as soon as practicable.

40.4.3 A review panel will comprise:

- a) a staff member nominated by the University, and
- b) a staff member nominated by the NTEU following consultation with the employee.

40.4.4 The role of the review panel is to:

- a) consider the claim by the employee and any supporting material;
- b) make a determination as to whether the finding of misconduct is materially impacted by the provided material(s); and
- c) provide a report with an assessment of the employee's claim(s) to the Director HR.

#### **40.5 Report to the Relevant Senior Officer**

The Director, HR will provide the supervisor's report and recommendation, any response from the employee, and any review report to the Relevant Senior Officer.

#### **40.6 Decision Process**

40.6.1 The Relevant Senior Officer will, as soon as practicable after receiving the report from the Director, HR any response from the employee and where applicable a review panel report, make a decision, having regard to all available relevant material and submissions. The employee will be notified in writing of the decision.

40.6.3 The decisions available are:

- a) take no further action;
- b) impose disciplinary action as set out in this Agreement.

#### **40.7 Other Matters**

40.7.1 Once an allegation/assertion(s) of misconduct or serious misconduct has been reported to the Director, HR, all investigations and inquiries in relation to the allegation/assertion(s) will be confidential. However, this will not prevent the employee or representatives of the University from disclosing the allegation/assertion(s) or aspects of it in order to obtain evidence or advice relating to the allegation/assertion(s).

40.7.2 This clause does not constrain the University in any way from carrying out other investigations or reporting the allegation/assertion(s) to an outside body (such as the Crime and Corruption Commission) relating to the consequences of conduct of an employee or former employee when required in the public interest or by law.

40.7.3 If at any time during the process described above, the employee offers to resign with immediate effect, the resignation will be accepted by the Director, HR and the process will cease at that point.

### **41. MANAGING ILL-HEALTH**

#### **41.1 Managing Concerns of Ill-Health**

These provisions will be undertaken in accordance with the University's policies, procedures and guidelines as amended from time to time.

- 41.1.1 In the course of employment, an employee may become injured or ill. The spectrum of ill health cases may or may not be related to the employee's employment and may range from a simple short term illness to an incapacity or disability which is likely to be permanent and prevent the employee from undertaking the requirements of the contract of employment.
- 41.1.2 The Director HR may direct an employee with not less than 6 weeks notice to undertake an independent medical assessment by a University appointed registered medical practitioner where the capacity of the employee to perform his or her duties is in doubt.
- 41.1.3 Where the Director HR directs an employee to undertake a medical examination it will be at no cost to the employee.
- 41.1.4 The University appointed registered medical practitioner may request the services of certain registered health practitioners (including but not limited to physiotherapists, occupational therapists, psychologists) when conducting a medical assessment of an employee's capacity to work.
- 41.1.5 The University will provide an employee with written notice of not less than 6 weeks that a medical examination is required. Cultural, religious and gender issues will be taken into account when choosing a registered medical practitioner. However, this does not limit the University's ability to choose the registered medical practitioner to undertake the medical assessment. Where this action is being taken, the employee will be given reasonable notice and advised in writing of:
  - a) the reasons why the assessment is being undertaken;
  - b) the purpose of the medical assessment;
  - c) the role of the registered medical practitioner; and
  - d) advice on the employee's options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund; and
  - e) the possible outcomes following the medical assessment, which could include one or more of the following:
    - i) reasonable reassignment of duties;
    - ii) reasonable workplace adjustments;
    - iii) rehabilitation;
    - iv) redeployment where practicable into a position at the same or lower level;
    - v) termination of employment (not an option for fixed term appointments).
- 41.1.6 A copy of the registered medical practitioner's report will be made available to the University and to the employee.
- 41.1.7 Should the outcome of the medical assessment be any of those listed in subclause 41.1.5 (i) to (v), then the University and employee will proceed in accordance with the University's rehabilitation and redeployment procedures and any relevant legislative requirements.

## **41.2 Superannuation Applications**

- 41.2.1 At any time during the notice period of the requirement for the employee to undergo a medical examination, an employee may apply to the relevant superannuation fund for a permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund. Should this occur, the requirement of the University requested medical examination will be suspended
- 41.2.2 The employee must notify the University of their intention to apply to the relevant superannuation fund. The University may request the relevant superannuation fund, as part of the assessment of the application, to carry out a full medical examination including but not limited to psychological examination.
- 41.2.3 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the employee may use accrued leave entitlements and, if all paid leave entitlements have been used, will be granted sick leave without pay.
- 41.2.4 Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.

- 41.2.5 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work, the University may disagree with this decision and proceed in accordance with the procedures set out herein.

### **41.3 Termination on Grounds of Ill-Health**

- 41.3.1 Where the superannuation fund decides that the employee is unable to perform the duties required of their employment and is unlikely to be able to do so within a reasonable period and therefore approves a permanent disability benefit, the University will commence termination of employment in accordance with the provisions of this clause, with the determination of the superannuation fund being viewed in the same manner as the medical examination result as set out below.

- 41.3.2 If the medical examination reveals that the employee is unable to perform the duties required of their employment and is unlikely to be able to do so, within a reasonable period, being not less than 12 months, the University may terminate the employment of the employee.

Prior to taking action to terminate the employment of an employee, the relevant delegated authority will offer the employee the opportunity to resign and, if such a resignation is forthcoming, the University will accept it and not proceed with any action to terminate employment.

- 41.3.3 These provisions shall not displace or override any current, relevant worker's compensation schemes or awards, or the provisions contained in any worker's compensation legislation that may be enacted.
- 41.3.4 Failure or refusal by an employee to agree to attend an appointment to undergo a medical assessment or to cooperate fully at that assessment, as requested within 6 weeks of a written notification to do so, will be taken as prima facie evidence that such a medical assessment would have found that the employee would have been unable to perform their duties and would have been unlikely to resume those duties in a reasonable period. In that case action may be taken in accordance with this clause, provided that such refusal by the employee in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

## **42. PROMOTION**

Promotion will be undertaken in accordance with this clause and dealt with as set out in the University's, policies, procedures and guidelines as amended from time to time.

### **42.1 Eligibility**

All continuing, continuing on probation and fixed term contract staff are eligible to apply for promotion, with the following exceptions:

- a) An employee on leave without salary for a period in excess of 12 months.
- b) An employee who has served in their current appointment for less than 2 years prior to applying for promotion. In exceptional circumstances this may be waived, in the case of Associate Lecturer to Associate Professor levels, by the Deputy Vice Chancellor (Academic), or in the case of Professor level by the Vice Chancellor.
- c) An employee who has been unsuccessful in an application for promotion is excluded from reapplying for promotion for a period of two years. In exceptional circumstances this may be waived, in the case of Associate Lecturer to Associate Professor levels, by the Deputy Vice Chancellor (Academic), or in the case of Professor level by the Vice Chancellor.
- d) An employee who has resigned or has submitted notice of resignation.
- e) An employee whose performance is found to be unsatisfactory.

### **42.2 Role of the Supervisor and Dean**

Before submitting an application for promotion, the employee must discuss their draft application with their supervisor. Employees applying for promotion to Associate Professor and Professor level must also discuss their application with their Dean.

The supervisor (and where relevant, the Dean) will provide the employee with a written report, based on the employee's final application, which makes a recommendation on the suitability of the employee for promotion. The employee must submit this report with their application.

The Dean's report must provide clear and explicit recommendations to the Senior Promotions Committee on the strength of the application for promotion to Associate Professor and Professor.

The employee has the option of submitting a response to the supervisor and where relevant, the Dean if they wish.

#### **42.3 Promotions Committee**

A Group Promotions Committee will consider applications for promotion up to and including Senior Lecturer. Senior Promotions Committee will consider applications for promotion to Associate Professor and Professor.

In considering appointments to both Promotions Committees, the University will have due regard for gender balance.

A quorum for a Promotions Committee will consist of 50% membership plus 1. The Promotion Committee memberships are as follows:

##### **Promotion to Lecturer and Senior Lecturer**

Applications are assessed and recommended by the Group Promotions Committee to PVC. The Group Promotions Committee consists of:

- Dean (Chair);
- 2 senior academic staff from the Group (Dean, Portfolio Dean or Head);
- elected employee at Level C or above;
- 1 employee at Level C or above, nominated by the NTEU;
- 1 member appointed by the PVC (optional); and
- PVC has right of participation
- An external member is a senior academic from another University, appointed by the relevant Pro Vice Chancellor.

##### **Promotion to Associate Professor and Professor**

Applications are assessed and approved by Senior Promotions Committee. The Senior Promotions Committee consists of:

- Vice Chancellor (for Level E only)
- Deputy Vice Chancellors
- Academic Group PVC's
- A professor elected by the professoriate

Any Promotions Committee may also agree on any additional co-opted members to the Committee where appropriate.

All Promotions Committees will conduct annual reviews of process to ensure consistency and continuous improvement and will monitor equity outcomes.

#### **42.4 Assessment/Decision**

When assessing applicants for promotion, the relevant Promotions Committee will have regard to the relevant criteria, contained in the Promotion of Academic Staff Policy and Procedures. The criteria will be applied with due recognition to:

- a) the employee's agreed academic areas of emphasis
- b) the level of appointment
- c) the professional, disciplinary, cultural and gender expectations placed on the employee; and
- d) the conditions of appointment and particular academic environments encountered by the employee.

Non-traditional patterns of achievement, such as may be demonstrated by women, Australian Aboriginal and Torres Strait First Peoples, people with disabilities and people from non-English speaking backgrounds will be taken into account. Particular consideration will be given to the impact that career breaks and part-time employment have had on applicants with carer responsibilities, and accomplishments determined relative to opportunities provided, rather than solely on a quantitative basis.

Work in progress will only be taken into account when it can be objectively assessed by internal and external referees. The effective date of promotion is 1 January of the year following the date of notification for commencement of the promotion round.



An employee who is promoted while still on probation will have all further reviews conducted at the level to which they are promoted, from the date of promotion.

Employees may lodge an appeal, on the basis of process only in accordance with the University Procedure Appeals on Non-Promotion - Academic Staff. This procedure will not be changed without prior consultation with staff and the NTEU.

The Appeal Panel will consist of:

- a person to chair the committee appointed by agreement between the Deputy Vice Chancellor (Academic) and the NTEU.
- an employee nominated by the Deputy Vice Chancellor.
- an employee nominated by the NTEU after consultation with the affected employee.

#### **43. WORKPLACE BULLYING**

**43.1** Workplace harassment, or bullying, is defined as the repeated less favourable treatment of a person by another or others in the workplace which may be considered unreasonable and inappropriate workplace practice. It includes behaviour that intimidates, offends, degrades or humiliates.

It is recognised that workplace bullying can have a damaging effect on staff, both personally and professionally, and can have a detrimental effect on the workplace and the University as a whole. The University and staff are committed to work together to eliminate any such inappropriate behaviour within the University. Complaints of workplace harassment or bullying can be resolved through the relevant University policies, procedures and guidelines.

**43.2** The following are examples of behaviours that may constitute bullying in the workplace:

- a) including pushing, shoving, tripping you in the workplace or threats;
- b) being harassed or abused;
- c) insulting or offensive language;
- d) spreading misinformation or malicious rumours about you – including online posts;
- e) people posting information about you online without your permission;
- f) violence; or
- g) initiation or hazing - where you are made to do humiliating or inappropriate things in order to be accepted as part of the team;
- h) unreasonable work scrutiny;
- i) unreasonably change and/or setting impossible deadlines, tasks or targets;
- j) unreasonable criticism of someone's work or behaviour;
- k) unreasonable blocking of promotion, training, development or other work opportunities;
- l) "upwards bullying" where employees bully managers for example by spreading rumours, making snide remarks, purposely skipping meetings and missing deadlines, ignoring the manager's views and opinions, abusive rude and belittling, intimidating sarcastic comments in person or via phone calls, emails, notes, etc; interference with a person's workspace, work materials, equipment or personal property, apart from that which is necessary for the ongoing work of the business unit.

**43.3** Some examples of behaviours that may not constitute bullying in the workplace:

- a) management action carried out in a reasonable way;
- b) performance management processes;
- c) disciplinary actions;
- d) allocated work in compliance with systems and policies;
- e) action taken to transfer or retrench an employee if done reasonably and in accordance with procedures;
- f) a decision not to promote having regard to appropriate procedures;
- g) managing an employee's injury or illness;
- h) expressing differences of opinion;
- i) constructive and courteous feedback, counselling or advice about work-related behaviour and performance; or
- j) making a complaint about a manager's or another employee's conduct.

#### **44. WORKING OVERSEAS**

- 44.1** An employee shall have the right not to undertake employment overseas if this is not a specified requirement of their position description or contract of employment.
- 44.2** Where an employee agrees to undertake overseas employment, such employment shall be included as part of the employee's normal work allocation.
- 44.3** Work arrangements for overseas employment will be advised to the employee prior to departure having regard to the work to be undertaken. This will include agreed consideration of variations to hours of work where appropriate.
- 44.4** An employee shall have the right to withdraw with reasonable notice from overseas employment without disadvantage where it is established that there are reasonable concerns regarding personal safety or work environment.
- 44.5** The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for an employee undertaking overseas employment.

#### **45. UNION RECOGNITION, ROLE AND RESOURCES**

- 45.1** The University recognises the contribution of effective Union organisation to productive workplace relations and that Unions are legitimate representatives of employees at the University. An employee is entitled to have Union representation in relation to any disputed industrial matter which arises under the provisions of this Agreement.
- 45.2** The University will not discriminate against or prejudice an employee in their employment because of their Union membership, Union activity or in their role as a delegate or representative.

##### **45.3 Union Recognition and Resources**

The University will provide the following to the NTEU:

- a) shared access to an appropriately equipped office for the use of the Unions;
- b) access to common area general purpose notice boards;
- c) deduction of union dues from salary at a rate or amount advised under the Unions' rules where this has been authorised by the employee;
- d) subject to complying with relevant University guidelines, access to electronic mail, internal mail systems for the distribution of union material;
- e) to provide new staff, at the point of offering employment, the names and addresses of the Unions to which the employee may make application to join;
- f) to provide new staff at the point of induction with Union materials and contact details of the Unions to which the employee may make application to join.
- g) Union web site links on the new staff web page.

##### **45.4 Union Meetings**

Employees covered by this Agreement may attend up to 4 Union meetings per calendar year conducted by Unions, at which staff will be allowed to be absent from duty without loss of salary for 1 hour and 15 minutes on each occasion, that is, when taken in conjunction with a lunch break, a 2 hour meeting without loss of salary is possible. This provision is subject to the relevant Union providing reasonable notice of an intention to call such a meeting.

##### **45.5 Union Delegates and Representatives**

The University recognises that some employees have Union representative roles, such as Union officials, delegates and representatives. The University shall actively support staff in carrying out these functions, and will provide reasonable time off during working hours for the conduct of Union business.

Union delegates and representatives will be provided with time off during normal working hours to attend 1 delegate or representative meeting per month for 1 hour and 15 minutes on each occasion. If such a meeting takes place in conjunction with a lunch break then a 2 hour meeting without loss of salary is possible. Reasonable travel time will be allowed.

This commitment is subject to the relevant Unions providing the University with a list of the names of staff Union representatives and such named representatives providing their relevant supervisor with reasonable notice of their attendance at such meetings. The University will notify supervisors of recognised staff Union representatives of its commitment to facilitating Union involvement under this clause.

#### **46. INDIVIDUAL GRIEVANCE RESOLUTION PROCEDURE**

Individual grievance resolution will be carried out in accordance with the University's policies, procedures and guidelines as amended from time to time. An employee is entitled to have representation at all stages of this process.

#### **47. INTELLECTUAL AND ACADEMIC FREEDOM**

**47.1** Academic employees, as employees of the University, have the right to:

- a) pursue critical and open inquiry;
- b) participate in public debates and express opinions about issues and ideas related to their academic and professional areas, about higher education issues as they affect their institution and about higher education issues more generally;
- c) participate in decision making structures and processes within the University;
- d) participate in professional and representative bodies without fear of harassment or intimidation;
- e) teach, promote learning, assess and develop curricula;
- f) undertake research and produce publications; and
- g) engage in community service without fear of harassment, intimidation or unfair treatment.

**47.2** Academic employees have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify or intimidate.

**47.3** These rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely; and as institutions which must be accountable for their expenditure of public money.

**47.4** Any alleged limitation of these rights can be raised, in the first instance, through the University Individual Grievance Resolution Procedure.

## 48 SIGNATORIES TO THE AGREEMENT

Signature for Griffith University .....



Full Name

Kenneth John Greedy

Position

HR Director, Griffith University

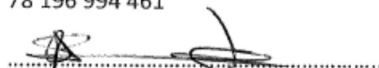
Address

170 Kessels Road Nathan QLD 4111

ABN

78 196 994 461

Witness Signature .....



Full name

Graham Keith McConnell

Address

170 Kessels Road Nathan QLD 4111

### SIGNATORIES TO THE AGREEMENT

Signature for



Signed for

National Tertiary Education Union

Full Name

Grahame McCulloch

Position

General Secretary

Address

Level 1, 120 Clarendon Street, South Melbourne VIC 3205

ABN

38 579 396 344

Witness Signature



Full name

Renee Veal

Address

Level 1, 120 Clarendon Street, South Melbourne VIC 3205

## **Schedule 1**

### **Position Classification Standards (PCS) for Academic Staff**

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The following position classification standards cover all employee positions classified at Academic Level A, B, C, D or E. The work of positions within this group involves the application of an appropriate level of skill, knowledge and experience necessary to undertake the role and function of teaching or training. The range and level of function undertaken will vary between levels according to the degree of skill, responsibility and knowledge involved.

#### **LEVEL A**

##### **General standard**

An Academic Level A employee is expected to make contributions to the teaching effort of the University, particularly at undergraduate and graduate diploma level and to carry out activities to develop the employee's scholarly, research and/or professional expertise relevant to the profession or discipline.

##### **Specific duties**

Specific duties required of an Academic Level A employee may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- the preparation and delivery of lectures and seminars provided that their skills and experience demonstrate this capacity.
- the conduct of research.
- involvement in professional activity.
- consultation with students.
- marking and assessment primarily connected with courses in which the employee teaches.
- production of teaching materials for students for whom the employee has responsibility.
- development of course material with appropriate guidance from the program coordinator.
- limited administrative functions primarily connected with courses in which the employee teaches.
- acting as course coordinators provided that their skills and experience demonstrate this capacity.
- attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

An Academic Level A employee will not be required to teach primarily in courses which are offered only at Masters level or above.

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

The most complex levels of course coordination should not be carried out by an Academic Level A employee.

##### **Skill base**

An Academic Level A employee will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a 3 year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

#### **LEVEL B**

##### **General standard**

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

### **Specific duties**

- Specific duties required of an Academic Level B employee may include:
- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- initiation and development of course material.
- acting as course coordinators.
- the preparation and delivery of lectures and seminars.
- supervision of the program of study of honours students or of postgraduate students engaged in coursework.
- supervision of major honours or postgraduate research projects.
- the conduct of research.
- involvement in professional activity.
- development of course material with appropriate advice from and support of a more senior employee.
- marking and assessment.
- consultation with students.
- a range of administrative functions the majority of which are connected with the courses in which the employee teaches.
- attendance at departmental and/or faculty meetings and/or membership of a number of committees.

### **Skill base**

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

## **LEVEL C**

### **General Standard**

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

### **Specific Duties**

Specific duties required of an Academic Level C employee may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- initiation and development of course material.
- program coordination.
- the preparation and delivery of lectures and seminars.
- supervision of major honours or postgraduate research projects.
- supervision of the program of study of honours students or of postgraduate students engaged in course work.
- the conduct of research.
- significant role in research projects including, where appropriate, leadership of a research team.
- involvement in professional activity.
- consultation with students.
- broad administrative functions.
- marking and assessment.
- attendance at departmental and/or faculty meetings and a major role in planning or committee work.

### **Skill base**

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

### **LEVEL D**

#### **General standard**

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

#### **Specific duties**

Specific duties required of an Academic Level D employee may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- the development of and responsibility for curriculum/programs of study.
- program coordination.
- the preparation and delivery of lectures and seminars.
- supervision of major honours or postgraduate research projects.
- supervision of the program of study of honours students or of postgraduate students engaged in course work.
- the conduct of research, including, where appropriate, leadership of a large research team.
- significant contribution to the profession, and/or discipline.
- consultation with students.
- marking and assessment.
- attendance at departmental and faculty meetings and a major role in planning or committee work.

#### **Skill base**

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

### **LEVEL E**

#### **General standard**

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

#### **Specific duties**

Specific duties required of an Academic Level E employee may include:

- provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- the conduct of research.
- fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- development of research policy.
- supervision of the program of study of honours students or of postgraduate students engaged in course work.
- supervision of major honours or postgraduate research projects.
- making a distinguished personal contribution to teaching at all levels.
- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- the preparation and delivery of lectures and seminars.
- consultation with students.
- marking and assessment.

- playing an active role in the maintenance of employee standards and in the development of educational policy and of curriculum areas within the discipline.
- developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the University.
- participation in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

**Skill base**

An Academic Level E employee will have the same skill base as an Academic Level D employee but will be recognised as a leading authority in the relevant discipline area.



**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. She/he will undertake administration primarily relating to her/ his activities at the institution.

**Level B**

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

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

**Level C**

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

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

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

**Level D**

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

A Level D Research Academic will play an outstanding role within her/his 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 her/his 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. She/he will foster excellence in research, research policy and research training.

## Schedule 3 - Academic Staff Salary Rates

Level	May 2017	Acceptance	Mar 2019	Mar 2020	Mar 2021
<b>Level A</b> (Assoc Lecturer)  Level A employees required to carry out full course convening as part of their normal duties, or who holds or gains a relevant PhD qualification shall be paid no lower than point 6 on the salary scale.	63,490.10	65,090.10	66,391.91	67,991.91	69,351.74
	67,115.51	68,715.51	70,089.82	71,689.82	73,123.62
	70,744.71	72,344.71	73,791.60	75,391.60	76,899.44
	74,373.90	75,973.90	77,493.38	79,093.38	80,675.25
	77,321.92	78,921.92	80,500.36	82,110.36	83,752.57
	80,268.04	81,873.41	83,510.87	85,181.09	86,884.71
	83,217.94	84,882.30	86,579.95	88,311.55	90,077.78
	86,160.28	87,883.49	89,641.16	91,433.98	93,262.66
<b>Level B</b> (Lecturer )	90,697.71	92,511.67	94,361.90	96,249.14	98,174.12
	94,101.74	95,983.78	97,903.45	99,861.52	101,858.75
	97,500.10	99,450.10	101,439.10	103,467.89	105,537.24
	100,902.23	102,920.27	104,978.68	107,078.25	109,219.82
	104,302.47	106,388.52	108,516.29	110,686.62	112,900.35
	107,706.50	109,860.63	112,057.85	114,299.00	116,584.98
<b>Level C</b> (Snr Lecturer )	111,104.85	113,326.94	115,593.48	117,905.35	120,263.46
	114,506.98	116,797.12	119,133.06	121,515.72	123,946.03
	117,909.11	120,267.29	122,672.63	125,126.09	127,628.61
	121,309.37	123,735.55	126,210.26	128,734.47	131,309.16
	124,707.71	127,201.86	129,745.90	132,340.82	134,987.63
	128,113.62	130,675.90	133,289.41	135,955.20	138,674.31
<b>Level D</b> (Assoc Professor )	133,778.81	136,454.39	139,183.48	141,967.15	144,806.49
	138,314.34	141,080.63	143,902.24	146,780.28	149,715.89
	142,848.00	145,704.96	148,619.06	151,591.44	154,623.27
	147,383.56	150,331.23	153,337.85	156,404.61	159,532.70
<b>Level E (Professor)</b>	172,326.24	175,772.76	179,288.22	182,873.98	186,531.46
Principal Research Fellow	133,778.81	136,454.39	139,183.48	141,967.15	144,806.49
	138,314.34	141,080.63	143,902.24	146,780.28	149,715.89
	142,849.90	145,706.90	148,621.04	151,593.46	154,625.33
	147,385.44	150,333.15	153,339.82	156,406.61	159,534.74
Snr Research Fellow	111,104.85	113,326.94	115,593.48	117,905.35	120,263.46
	114,506.98	116,797.12	119,133.06	121,515.72	123,946.03
	117,909.11	120,267.29	122,672.63	125,126.09	127,628.61
	121,309.37	123,735.55	126,210.26	128,734.47	131,309.16
	124,707.71	127,201.86	129,745.90	132,340.82	134,987.63
	128,113.62	130,675.90	133,289.41	135,955.20	138,674.31
Research Fellow 2	90,697.71	92,511.67	94,361.90	96,249.14	98,174.12
	94,101.74	95,983.78	97,903.45	99,861.52	101,858.75
	97,500.10	99,450.10	101,439.10	103,467.89	105,537.24
	100,902.23	102,920.27	104,978.68	107,078.25	109,219.82
	104,302.47	106,388.52	108,516.29	110,686.62	112,900.35
	107,706.50	109,860.63	112,057.85	114,299.00	116,584.98
Research Fellow 1	70,744.71	72,344.71	73,791.60	75,391.60	76,899.44
	74,373.90	75,973.90	77,493.38	79,093.38	80,675.25
	77,321.92	78,921.92	80,500.36	82,110.36	83,752.57
	80,268.04	81,873.41	83,510.87	85,181.09	86,884.71
	83,217.94	84,882.30	86,579.95	88,311.55	90,077.78

## Loadings

Loadings (per annum rates)	May 2017	Acceptance	Mar 2019	Mar 2020	Mar 2021
Clinical	29,954	30,553.08	31,164.14	31,787.42	32,423.17
Dental	15,000	15,300.00	15,606.00	15,918.12	16,236.48

## Casual Research Only Appointments

The base rate applicable to casual research only appointment is calculated by using the first step of the relevant Level, except where a casual Research Fellow 1 who upon or during appointment gains a relevant PhD qualification shall be paid no lower than point Level 4 on the salary scale. Hourly rate = annual salary divided by 52 divided by 37.5 plus loading as specified in sub clause 12.4.1.

Casual Research Only (Including 25% Casual Loading)	May 17	Acceptance	Mar 19	Mar 20	Mar 21
Casual Research Fellow Gr 1	45.35	46.37	47.30	48.33	49.29
Casual Research Fellow 1 (PHD)	51.45	52.48	53.53	54.60	55.70
Casual Research Fellow Gr 2	58.14	59.30	60.49	61.70	62.93
Casual Senior Research Fellow	71.22	72.65	74.10	75.58	77.09
Casual Principal Research Fellow	85.76	87.47	89.22	91.00	92.82

## Casual Academic Salary Rates

Casual academic salary rates are rates for academic staff employed on a casual basis. They are based on the following formulae:

### 1. Base Rate: Lecturing rate and higher marking

Calculated using the second step of the full-time Level B scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus casual pay loading as specified.

### 2. Base Rate: Performance of other duties involving full subject coordination or where the employee possesses a relevant doctoral qualification

Calculated using the sixth step of the full-time level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus casual pay loading as specified.

### 3. Base Rate: applicable to all other duties

Calculated using the second step of the full-time Level A scale: Hourly rate = annual salary divided by 52 divided by 37.5 plus casual pay loading as specified. For the purposes of this Agreement the terms "lecture" and "tutorial" mean any education delivery described as such in a course of unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.

## Lecturing

A casual academic required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and directly associated duties in the nature of preparation and student consultation shall be paid at a rate for each hour of lecture delivered, according to the following:

Lecturing	May 17	Acceptance	Mar 19	Mar 20	Mar 21
Specialised (1 hr delivery + 4 hrs assoc work time)	301.61	307.64	313.79	320.07	326.47
Developed (1 hr delivery + 3 hrs assoc work time)	241.28	246.11	251.03	256.06	261.18
Basic (1 hr delivery time + 2 hrs assoc work time)	180.97	184.59	188.28	192.05	195.88
Repeat (1 hr delivery + 1 hr assoc work time)	120.65	123.06	125.52	128.03	130.59

**NOTE:** The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same course matter within a period of 7 days.

## Tutoring

A casual academic required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and directly associated duties in the nature of preparation and student consultation, shall be paid at a rate for each hour of tutorial delivered or presented, according to the following:

<b>Tutoring</b>	<b>May 17</b>	<b>Acceptance</b>	<b>Mar 19</b>	<b>Mar 20</b>	<b>Mar 21</b>
1 hr delivery and 2 hrs associated working time + full subject coordination or relevant doctoral qualification	154.36	157.45	160.60	163.81	167.09
1 hr delivery and 2 hrs associated working time	129.07	132.15	134.79	137.87	140.62
Repeat - 1 hr delivery + 1 hr assoc work time + full subject coordination or relevant doctoral qualification	102.90	104.97	107.07	109.21	111.39
Repeat - 1 hr delivery + 1 hr assoc working time	86.05	88.10	89.86	91.91	93.75

**NOTE:** The same rule applies to a repeat tutorial as for a repeat lecture, above.

Casual academic staff will be paid at the marking rates in the table below for all marking required by the supervising lecturer of a course or program, other than marking that is undertaken during a lecture, tutorial or clinical session, or is of a type that is normally done in the session and could reasonably have been undertaken during that session. The time allocation for marking will be reasonable and based on the number of students, the level of complexity and how feedback is provided.

### **Marking**

Casual academic staff will be paid at the marking rates in the table below for all marking required by the supervising lecturer of a course or program, other than marking that is undertaken during a lecture, tutorial or clinical session, or is of a type that is normally done in the session and could reasonably have been undertaken during that session. The time allocation for marking will be reasonable and based on the number of students, the level of complexity and how feedback is provided.

<b>Marking</b>	<b>May 17</b>	<b>Acceptance</b>	<b>Mar 19</b>	<b>Mar 20</b>	<b>Mar 21</b>
Significant academic judgement usually supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status = base rate for lecturing.	60.32	61.53	62.76	64.02	65.29
Standard – involved in full course coordination or a relevant doctoral qualification = base rate “applicable to performance of other duties involving full course coordination of possession of a relevant doctoral qualification.	51.45	52.48	53.53	54.60	55.70
Standard marking = base rate “application to other duties.	43.02	44.05	44.93	45.96	46.87

### Clinical Facilitator

A casual academic required to provide undergraduate clinical health education shall be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation and student consultation, according to the following:

Clinical Facilitator Rates	May 17	Acceptance	Mar 19	Mar 20	Mar 21
Normal preparation time – (1 hr delivery + 1hr associated work time) = full course coordination or relevant doctoral qualification = 2 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”	102.90	104.97	107.07	109.21	111.39
Normal preparation time (1 hr delivery + 1 hr associated work time) = 2 base rate “applicable to all other duties”.	86.05	88.10	89.86	91.91	93.75
Little preparation – (1 hr delivery +0.5 hrs associated work time full course coordination or relevant doctoral qualification) = 1.5 x base rate “applicable to performance of other duties involving full course coordination or possession of a relevant doctoral qualification”	77.18	78.73	80.30	81.91	83.54
Little preparation – (1 hr delivery + 0.5 hrs associated work time) = 1.5 x base rate “applicable to all other duties”.	64.54	66.07	67.39	68.93	70.31

### Other Required Academic Activity

A casual academic required to perform any other academic activity as defined below shall be paid for each hour of such activity delivered as required and demonstrated to have been performed. Examples of “other required academic activity” include, but are not limited to work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions and set-up and clean-up where required;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- any required student consultation which is in addition to that which is considered part of the normal work schedule negotiated;
- musical coaching, repititeurship and musical accompanying other than with special educational service;
- development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- supervision;
- attendance at any required professional development activities; and
- attendance at school, department and/or faculty meetings or at any of the activities of lecturing, tutoring, musical accompanying or clinical facilitating as directed.

<b>Other Required Academic Activity Rates</b>	<b>May 17</b>	<b>Acceptance</b>	<b>Mar 19</b>	<b>Mar 20</b>	<b>Mar 21</b>
Relevant doctoral qualification held by an employee or full course coordination required and performs academic activity such as the conducting practical classes, demonstrations, workshops, student field excursions.	51.45	52.48	53.53	54.60	55.70
Employed to perform any other required academic activity such as conducting practical classes, demonstrations, workshops, students field excursions etc.	43.02	44.05	44.93	45.96	46.87

<b>Musical Accompanying/Group Coaching/Small Ensemble with Special Education Service Rates</b>	<b>May 17</b>	<b>Acceptance</b>	<b>Mar 19</b>	<b>Mar 20</b>	<b>Mar 21</b>
1 hour delivery + 1 hour preparation time with full course coordination or relevant doctoral qualification.	102.90	104.97	107.07	109.21	111.39
1 hour delivery + 1 hour preparation time.	86.05	88.10	89.86	91.91	93.75

## Schedule 4 - Language Instructors Conditions of Employment

### 1. LANGUAGE INSTRUCTORS, GRIFFITH ENGLISH LANGUAGE INSTITUTE - CONDITIONS OF EMPLOYMENT

### 2. APPLICATION OF SCHEDULE

This Schedule shall apply to staff members who are appointed to the following positions:

- Language Instructor
- Assistant Director of Studies
- Director of Studies

### 3. OPERATION OF SCHEDULE

This Schedule operates so that its provisions prevail over the provisions of the Agreement to the extent of any inconsistency between the Schedule and the Agreement. Unless otherwise specified in this Schedule, the provisions of the Agreement will apply.

The following clauses from the Griffith University Academic Staff Enterprise Agreement will not apply to staff appointed to the positions listed in clause 2 of this Schedule:

- a) Types of Appointment
- b) Academic Work Allocation
- c) Clinical Loading
- d) Recreation Leave
- e) Sick Leave
- f) Probation
- g) Academic Staff Review
- h) Unsatisfactory Performance
- i) Redundancy
- j) Promotion

### 4. PROVISIONS OF THE SCHEDULE

Clause	Provision
1	Title
2	Application
3	Operation of Schedule
4	Provisions of Schedule
5	Definitions
6	Types of Employment
7	Requirements to State Terms of Engagement
8	Modes of Employment
9	Hours of Work
10	Work Allocation
11	Classifications
12	Pay Rates

13	Allowances
14	Incremental Salary Progression
15	Higher Duties
16	Recreation Leave
17	Sick Leave
18	Probation
19	Staff Development and Review
20	Managing Unsatisfactory Performance
21	Termination of Employment and Resignation
22	Redundancy
23	Professional Development and Research
24	Cancellation of Courses
25	Class Size
26	Working Overseas
27	Language Instructors Staff Consultative Committee
Appendix 1	Salary Rates

## 5. DEFINITIONS

### Definition of Singular and Plural

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

- 5.1 GELI** means Griffith English Language Institute.
- 5.2 ELICOS** means English Language Intensive Course for Overseas Students.
- 5.3 TESOL** means Teaching English to Speakers of Other Languages.
- 5.4 ELICOS Standards** means the National Standards for ELICOS Providers and Courses.
- 5.5 DELTA** means Diploma of English Language Teaching to Adults as accredited by the University of Cambridge UK.
- 5.6 STAFF Member** means a person employed by Griffith University principally to teach ELICOS, TESOL or other non-award English language courses in an English Language Centre.
- 5.7 Language Instructor** means a qualified employee staff member engaged to conduct, teach, prepare and assess language classes and to perform any or all of the following language teaching related duties as may be required: consulting with students outside class time, course preparation, participating in the development of teaching and assessment materials, conducting computer laboratory classes, tours and excursions, marking and assessing assignments and examinations, any program related assessment, program administration, participating in student activities, any other activity normally associated with language teaching and the operation of language programs. Language Instructors may also be engaged to conduct, teach, prepare and assess classes, coordinate programs (including the relevant human and other resources for their operation), work on special activities (e.g. curriculum development, , Independent Learning



Centre, materials development projects, etc), carry out administrative duties (e.g. arrange relief teachers, attend necessary meetings, promote GELI, and implement GELI's quality assurance measures).

**5.8 Director** means the Director of GELI.

**5.9 Director of Studies** means a full-time staff member who is an experienced TESOL professional with recognised postgraduate qualifications in TESOL, working under the broad direction of the Director.

**5.10 Assistant Director of Studies** means a full-time staff member who is an experienced TESOL professional with recognised postgraduate qualifications in TESOL, working under the broad direction of the Director of Studies.

**5.11 Classes** means a group to whom a language program is delivered which may range in numbers from one to the maximum number permitted by this Schedule.

**5.12 Contact hours** means hours of work in which a staff member is engaged in face-to-face teaching of students in scheduled language classes including flexible delivery,, and formal extension activities requiring a comparable preparation and assessment load to normal class teaching responsibilities.

Contact hours does not include supervision of student learning activities that do not require teaching with related preparation and assessment, participation in tours or excursions, or time spent on materials development, course preparation, student assessment, quality assurance or administration.

## **6. TYPES OF EMPLOYMENT**

Staff covered by this Schedule will be employed in at least one of the following modes types of employment:

- a) Continuing;
- b) Fixed term;
- c) Casual (including sessional).

### **6.1 Continuing Employment**

Continuing employment is entered into for an indefinite period and is subject to the successful completion of a probationary period. Continuing employment may be either full-time or part- time in accordance with the provisions set out in 8.1 and 8.2.

### **6.2 Fixed Term Employment**

**6.2.1** A fixed term appointment is employment with the University for a specified period or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. The fixed term appointment is subject to the successful completion of a probationary period.

**6.2.2** Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire.

**6.2.3** A fixed term appointment will either be on a full-time or part-time basis, in accordance with the provisions set out in 8.1 and 8.2.

**6.2.4** The entitlements accrued during the term of employment will normally be taken prior to or on expiry of the term of employment.

**6.2.5** Staff members employed on a fixed-term appointment will be advised in accordance with subclause 21.5.2 whether they will be offered a further term of employment.

**6.2.6** Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where the following criteria have been met:

- a) Satisfactory performance;
- b) Completion of a probation period or have been employed for a period of at least equal to the probation requirements for the continuing position;
- c) The appointment in the current fixed term position was through a competitive and open merit selection process.

Where a person has served less than the probation period and was appointed through a competitive and open merit selection process, the incumbent may be given an ongoing

appointment subject to probation with the length of probation reduced by the period of employment on a fixed term basis.

### **6.3 Casual Employment**

- 6.3.1 A casual staff member is employed by the hour and is paid an hourly rate known as a casual rate. The casual rates are calculated based on the hourly rate of the full-time Language Instructor Steps 2, 3 and 4, plus a % loading in lieu of those Agreement based benefits for which a casual staff member is not eligible.

The casual loading will be 25%.

- 6.3.2 Casual staff members will be recruited and appointed through the merit selection process set out in the GELI Guidelines for the Recruitment and Reappointment of casual Language Instructors. These Guidelines will not be changed without prior consultation with the NTEU.

- 6.3.3 An essential feature of casual employment is that there is no expectation of continuity of employment unless stated otherwise, in writing, by the Director, HR.

However, where a position is maintained on a casual basis and the casual employee was appointed through the process referred to in 6.3.2, and is on a second or subsequent appointment, the casual employee will be offered the further appointment in accordance with the criteria for re-engagement as set out in the Guidelines referenced in 6.3.2.

Where a casual staff member is not offered further employment, they will be provided with the reasons for this decision having regard to the selection criteria in the Guidelines.

- 6.3.4 A casual staff member or the University will give one day's notice to terminate the engagement.

- 6.3.5 Normal contact hours for Language Instructors are 810 contact hours over 45 weeks per annum; however, a casual Language Instructor may, by agreement, work up to a maximum of 900 contact hours over 45 weeks per annum.

- 6.3.6 A casual Language Instructor will not normally be required to undertake more than 6 contact hours in any one day. In exceptional circumstances, such as providing relief for absences, a casual language instructor may teach more than 6 contact hours in a given day by agreement.

- 6.3.7 GELI will continue to monitor the use of casual employment throughout the life of the Agreement. Further, GELI will endeavour to reduce the overall usage of casual employment from the levels in place at commencement of this Agreement to the extent possible whilst maintaining the financial viability of the Institute and flexibility to respond quickly to changes in student load. The use of casual employment will be reported on a six monthly basis to the Language Instructors Staff Consultative Committee (LISCC).

- 6.3.8 Continuing Employment Opportunities for Casual Staff

The importance of casual staff in the ongoing operation of GELI is acknowledged. With this in mind, the University commits that when a continuing or fixed-term position becomes available, in the first instance this will be advertised internally to maximise the opportunities of casual staff already working at GELI. Current casual Language Instructors may express an interest in the position/s, on either a full-time or part-time basis. Any expressions of interest will be assessed against the selection criteria and operational needs relevant to the position.

## **7. REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

Upon engagement, the University shall provide to the staff member an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement, including but not limited to the following:

- 7.1 For staff other than casuals, the classification level, salary and the hours of work, and for fixed-term staff, the dates of starting and completing the contract.
- 7.2 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.
- 7.3 For any staff subject to probationary employment, the length and terms of the probation.

- 7.4 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.

## 8. MODES OF EMPLOYMENT

### 8.1 Full-time Employment

Full-time employment means continuing employment for a normal working week of 36.25 hours per week in accordance with the provisions of this Schedule.

### 8.2 Part-time Employment

Part-time employment means an engagement to work a specific number of hours, which is less than the full-time work load. A part-time staff member will receive the entitlements of a full-time staff member calculated on a pro-rata proportional basis.

Part-time employment is normally undertaken by working reduced hours on a weekly basis. However, it is also possible to undertake fractional employment in another arrangement such as working a reduced number of weeks in the year, as agreed by the staff member. Where a staff member is working under the latter arrangement and leaves Griffith University employment during the year, appropriate adjustments to salary will be made as necessary.

## 9. HOURS OF WORK

This clause does not apply to casual staff.

- 9.1 The **ordinary hours of work** for full-time staff will be 36.25 hours per week.
- 9.2 **Span of hours** - The normal span of hours will be 7.30am to 7.30pm Monday to Friday. Staff members may be rostered to work within these hours.
- 9.3 Staff will be rostered for teaching in accordance with the following provisions:
- Annual work plans will be developed in consultation with staff at the beginning of each year.
  - Staff will be rostered equitably for morning and afternoon teaching sessions over a 12 month period.
  - Regard will be given to individual circumstances and staff will have reasonable right of refusal to be rostered for particular working hours where their circumstances require.
- 9.4 **Additional hours** - Where a staff member is required to attend for work hours in addition to full-time ordinary hours, they will be paid for each occasion at overtime rates of ordinary rates plus 50% for the first three hours and thereafter at ordinary rates plus 100%. A staff member may request to be compensated for overtime through 'time off in lieu' which will accrue at the equivalent overtime rate, however the granting of time off in lieu is subject to agreement by the Director or nominee.
- 9.5 Where a staff member is required to attend for ordinary hours work outside the normal span of hours or on weekends, payment will be at the following rates;
- outside the normal span of hours on Monday to Friday will be at the ordinary rate plus 50%;
  - on weekends within the normal span of hours will be at the ordinary rate plus 50%;
  - on weekends outside the normal span of hours will be at the ordinary rate plus 50% for the first three hours, and the ordinary rate plus 100% thereafter.
- 9.6 The normal full time contact hours for Language Instructors are 810 contact hours over 45 weeks per annum. Where the available teaching weeks are reduced below 45 weeks per annum, this amount will be adjusted on a pro rata basis.
- 9.7 Normal contact hours will be reduced where staff are assigned roles or duties related to:
- in all cases the reduction of contact hours shall reflect the hours required for research and/or special projects and/or special materials development;
  - coordination of programs or courses;
  - co-ordination of resources or professional development; or
  - other similar roles.
- In all cases the reduction of contact hours shall reflect the hours required for that role or duties, having regard to the relative associated workload.

- 9.8** Language Instructors will not normally be required to undertake more than 6 contact hours in any one day. A working period will normally be unbroken except by mutual agreement in writing. In exceptional circumstances, such as providing relief for absences, a language instructor may teach more than 6 contact hours in a given day by agreement.
- 9.9** Language Instructors are expected to be in attendance on campus or wherever GELI programs are located on or off-campus for all working hours unless otherwise approved by the Director or nominee.
- 9.10** All work performed off-campus must be authorised in advance by the Director or nominee.
- 9.11** All work performed outside of the ordinary hours of work or the normal span of hours must be authorised in advance by the Director or nominee.
- 9.12** Casual Language Instructors will be paid where required to attend staff meetings convened by GELI. These may include meetings to discuss matters relating to the provision of courses and professional development. Casual Language Instructors will be paid for all hours (in full or part) attended.

## **10. WORK ALLOCATION**

- 10.1** The University will ensure that the workloads of employees covered by this Schedule are fair and reasonable. To ensure that workloads are reasonable, staff members will not be allocated teaching and other duties which would require the staff member to work more than an average of 36.25 hours per week. In accordance with clause 9.6 of this Agreement, the maximum contact hours that can be allocated for a full-time Language Instructor are 810 hours over 45 weeks per year. This amount will be adjusted on a pro-rata basis where the number of teaching weeks is reduced; for example where a staff member is on leave.
- 10.2** Supervisors/Directors of Studies are responsible for allocating teaching and other duties to Language Instructors in an equitable and transparent manner and shall take the following factors into account:
  - a) Characteristics of the student cohort;
  - b) Additional responsibilities (such as extra testing);
  - c) Additional responsibilities such as described in clause 9.7 of this Schedule;
  - d) Preparation for allocated teaching duties;
  - e) Assessment associated with allocated teaching hours;
  - f) Administrative and communication tasks and activities;
  - g) Allocated non-teaching duties
  - h) Expectations regarding student consultation;
  - i) Development.
- 10.3 Work Allocation Review**
  - 10.3.1** If a staff member believes that their work allocation is inequitable or unreasonable, in the first instance, that staff member should raise any concerns regarding their work allocation with the appropriate supervisor. Options and strategies to vary work allocation can be discussed and, where agreed, implemented and monitored.
  - 10.3.2** If, after efforts to resolve concerns as outlined in subclause 10.3.1 above, the staff member still has concerns about their work allocation, they, and/or the Union on their behalf, may seek a review of their work allocation.
  - 10.3.3** The Union and/or the staff member will raise the concerns regarding work allocation with the Director specifying steps already undertaken with the supervisor and explaining what concerns still remain. The Director will review the concerns and the staff member's work allocation, consulting with all parties, having regard to the relevant provisions of this Agreement, and provide a recommendation within five working days. The recommendation will be in writing and set out the reasons for the decision.
  - 10.3.4** Should the staff member and/or the Union representative not believe the concern has been satisfactorily dealt with it can be pursued using the University's individual grievance resolution procedure, entering the process at level 3. It is agreed that for the purposes of a GELI work allocation review, the terms of reference will include an assessment of the work allocation having regard to the standards and requirements of this clause. In the interests of the staff member and the Institute, the individual grievance resolution procedure should be completed within ten working days.

- 10.3.5 The Union may also raise concerns about the work allocation situation in GELI at the Language Instructors Staff Consultative Committee and an investigation be undertaken where agreed appropriate. The results of any such audit or investigation will be reported to this Committee.

## **11. CLASSIFICATIONS**

- 11.1** On appointment, a teacher shall be placed on a salary level commensurate with the minimum salary level for his/her qualifications and experience by reference to sub-clauses 11.3 and 11.4:

- a) Category A commences at Level 4 with a maximum of Level 12
- b) Category B commences at Level 3 with a maximum of Level 12
- c) Category C commences at Level 2 with a maximum of Level 12
- d) Category D commences at Level 1 with a maximum of Level 9

- 11.2** A Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that he/she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

### **11.3 Teacher Categories**

Based on an assessment of a teacher's qualifications, a teacher shall be assigned to one of the following categories:

#### **11.3.1 Category A**

Degree and Diploma of Education or equivalent, and either:

- a) A Diploma in TESOL (eg Dip RSA, Grad Dip TESOL); or
- b) Postgraduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

#### **11.3.2 Category B**

- a) Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or
- b) Degree and Diploma of Education including LOTE/TESOL method.

#### **11.3.3 Category C**

- a) Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or
- b) Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

#### **11.3.4 Category D**

Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

- 11.4** Teachers shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:

- 11.4.1 One increment for each year of full-time TESOL teaching or equivalent.

- 11.4.2 One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.

- 11.4.3 A teacher shall accrue equivalent full-time experience for a period of part-time service on a pro rata basis.

## **12. PAY RATES**

- 12.1** For staff members covered by this Schedule, the following salary increases will apply:

- a) 1.5% (previously paid administratively) on the first full pay period after May 1 2017;
- b) \$1,600 increase to annual base or 2% whichever is the greater from the first pay period commencing on or after staff ballot outcome to accept Agreement;
- c) 2% from the first pay period commencing on or after 1 March 2019;
- d) \$1,600 increase to annual base or 2% whichever is the greater from the first pay period commencing on or after 1 March 2020;
- e) 2% from the first pay period commencing on or after 1 March 2021

Full-time and casual rates are specified in Appendix 1.

### **12.2 Casual Rates**

- 12.2.1 The casual rates for student contact are inclusive of all preparatory and consequential activity required for successful teaching and include a loading.

- 12.2.2 The hourly rates for student contact payable to casual Language Instructors are based on one hour preparation/marking time for each hour of face-to-face teaching.
- 12.2.3 Casual Language Instructors will be paid the non-contact rate for all other required duties.
- 12.2.4 Casual rates for Language Instructors as set out in Appendix 1 shall be paid according to the following 3 tiered scale which recognises qualifications and experience.

**Point 1** Base pay point with relevant qualifications and experience

**Point 2** Entry pay point with Grad Dip in TESOL or equivalent qualifications.  
Language Instructors engaged at point 1 will increment to this rate after accruing 810 hours teaching experience in GELI within three years.

**Point 3** Minimum qualification of Masters in TESOL or Masters in Education with a Grad Dip TESOL or equivalent, or Masters in Education with TESOL units , 3 Module DELTA or equivalent plus 810 hours post-qualification teaching experience in GELI within three years.

The casual rates are calculated based on the hourly rate of the full-time Language Instructor Steps 2, 3 and 4, plus a loading.

### 13. ALLOWANCES

Where a Language Instructor is appointed to a Position of Responsibility which exceeds the responsibility of Language Instructors, an allowance will be paid in accordance with the scale below in addition to the substantive salary, at the rates as specified in Appendix 1.

- a) Level 1 – Professional Development (PD) Coordinator or equivalent;
- b) Level 2 – Coordinator for ELICOS courses or levels other than Direct Entry Program 7 (DEP 7)
- c) Level 3 - Direct Entry Program 7 (DEP 7) Coordinator or equivalent.

A staff member may be appointed to a Position of Responsibility for a period of up to 5 years.

### 14. INCREMENTAL SALARY PROGRESSION

- 14.1 Increments will be awarded in accordance with the provisions of clause 19.
- 14.2 Language Instructors other than casual Language Instructors will progress from one salary level to the next salary level annually, up to the maximum salary level allowed, provided that their performance has been assessed as satisfactory.
- 14.3 Where a Language Instructor on a fixed term contract has their appointment renewed for a further term, the staff member will be eligible for an incremental increase according to the agreed scale.
- 14.4 Staff will be entitled to apply for increased incremental remuneration on the basis of acquisition of additional relevant professional qualifications and experience.

### 15. HIGHER DUTIES

Where a staff member is appointed in writing by the University to perform the duties of a staff member in a higher position for a period of more than five (5) working days, the staff member will be paid for the whole of that time at the minimum rate prescribed for the higher position. This will only apply if the position is not undertaken for training purposes and where the salary is greater than the relieving staff member's existing salary. Recreation leave taken during the period where the staff member is paid higher duties allowance will only be paid at the higher rate where the staff member continues higher duties after the period of recreation leave.

### 16. RECREATION LEAVE

#### 16.1 Entitlement

- 16.1.1 Full-time staff covered by this Schedule will accrue 20 days recreation leave for each completed year of service. For part-time staff, recreation leave will accrue on a pro-rata basis. There is no entitlement of recreation leave for casual staff members.
- 16.1.2 A staff member will be paid their ordinary salary for the period of recreation leave plus a recreation leave loading on this amount. The loading will be 17.5% to a maximum equal to 17.5% of the Australian average weekly earnings for the September quarter of the previous year of accrual of leave.

16.1.3 On cessation of employment, the staff member will receive payment in lieu of recreation leave accrued but not taken, including pro-rata leave loading.

16.1.4 Fixed term staff members are required to take all recreation leave accrued prior to cessation of their employment contract, except where there has not been adequate opportunity for the staff member to take the leave. Where, with approval, such leave is not taken due to operational requirements, payment in lieu of recreation leave will be made on:

- a) resignation, or
- b) completion of a contract.

The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

16.1.5 Recreation leave will be exclusive of any public holidays that may occur during the recreation leave period.

## **16.2 Application and Approval**

16.2.1 Staff are encouraged to take 20 days recreation leave annually. Leave will be granted with reference to the needs of GELI courses and programs, but as far as practicable, the needs of the staff member concerned will be taken into account when determining leave dates. Every effort will be made to grant staff recreation leave in an unbroken period.

Any leave request will require the Director or nominee's approval.

16.2.2 Where a staff member has accrued more than 40 days recreation leave, the staff member will be directed to take up to 25% of the total accrued leave.

## **16.3 Illness during Recreation Leave**

Staff members who become ill during recreation leave will be credited for periods of 3 days or more on submission of a medical certificate.

# **17. SICK LEAVE**

## **17.1 Entitlement**

17.1.1 This provision does not apply to casual staff members.

17.1.2 Full-time staff members shall be entitled to paid sick leave which will accrue at a rate of 10 days (72.5 hours) per annum.

17.1.3 Part-time staff members shall be entitled to sick leave, with such entitlement calculated on a pro-rata basis.

17.1.4 Sick leave will continue to accumulate if not taken. No payment will be made in lieu of accumulated sick leave.

17.1.5 A staff member's sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.

17.1.6 Should a staff member exhaust their entitlement to paid sick leave, the staff member may be granted unpaid leave. Periods of unpaid sick leave of up to and including one month will accrue recreation leave, sick leave and long service leave entitlement, but accrual will cease after this time.

17.1.7 A staff member who is absent through illness or injury for extended periods is entitled to apply for superannuation disablement benefits provided through Superannuation membership.

## **17.2 Taking Sick Leave**

17.2.1 A staff member absent from work through illness will notify the immediate supervisor as soon as practicable.

17.2.2 Only absences on working days will be debited from a staff member's sick leave entitlement.

17.2.3 A staff member who is absent due to illness for more than 3 days must provide a medical certificate from a recognised medical practitioner in support of the period of absence.

17.2.4 Where a staff member has a proven pattern of recurring absences on sick leave the University may inform the staff member that in the event of future absences, a medical certificate will be required in respect of each period of sick leave for a period of 6 months thereafter.

## **18. PROBATION**

- 18.1** All staff, other than casual staff, will be appointed on a probationary basis with the period of probation from a minimum of 3 months up to a maximum of 6 months.
- For fixed term staff, the appointment will contain a probationary period of a minimum of 3 months, and up to a maximum period no greater than one-third of the contract period, but no more than 6 months.
- 18.2** Probationary reviews will be in accordance with the principles set out in the University's Policy and Procedures for Probation.

## **19. STAFF DEVELOPMENT AND REVIEW**

Staff development and review arrangements assist staff, GELI and the University to achieve agreed objectives.

- 19.1** Staff development and performance review focuses on the objective assessment of performance by examining actual performance with respect to agreed objectives and expectations relevant to the position. The process should:
- a) allow for appropriate career development options;
  - b) be a transparent and confidential process;
  - c) be practical in operation.
- 19.2** Staff development and performance review is an ongoing review process involving self-review, supervisor review and peer observation. The principles of the staff development and review processes for Language Instructors are:
- a) to review progress towards achievement of agreed objectives;
  - b) to identify relevant training and development needs to support the achievement of these objectives;
  - c) review the impact of training and development activities;
  - d) agree on objectives for the year ahead.
- Performance plans may be altered during the year to reflect changes in the staff member's work.
- 19.3** Performance will be formally reviewed and documented annually. Reviews will be conducted objectively, that is, based on observable and measurable performance wherever possible.
- 19.4** While an annual review is central, the expectation is that the processes of ongoing communication, feedback, acknowledgement, support and problem solving occur continuously.
- 19.5** The Scheme applies to all staff, other than casual staff, employed as Language Instructors. Casual staff may voluntarily take part by way of participating in the staff development aspect of the process.
- 19.6 Roles and Responsibilities**
- 19.6.1** The Staff Member will:
- a) seek clarification on direction and priorities;
  - b) participate in peer observation;
  - c) identify with their supervisor performance objectives, career development
  - d) needs and sources of feedback;
  - e) reflect on his/her own performance; and
  - f) act on constructive feedback.
- 19.6.2** The Supervisor will:
- a) provide the staff member with clear direction including identifying priorities and performance standards;
  - b) set achievable objectives with the staff member which link strategically to the goals of the curriculum and the work unit, and are consistent with their duties and responsibilities;
  - c) monitor and evaluate performance with respect to agreed objectives and expectations relevant to the position;
  - d) consult with the staff member in regard to performance, providing:
    - i) positive feedback where performance meets or exceeds requirement;



- and
- ii) guidance and ideas for improving performance where necessary;
- iii) help to identify development opportunities.

## **19.7 The Review Process**

### **19.7.1 Review with Supervisor**

For the first iteration of the cycle, the supervisor clarifies the direction and priorities of the work unit and identifies with the staff member how they can contribute to the achievement of these objectives and achieve their performance and development objectives. Together they will prepare, agree and sign a plan which documents the staff member's performance objectives and development needs for the next 12 months.

The supervisor and staff member then meet annually to formally discuss the staff member's performance in the previous 12 months and to review the staff member's career development plan.

When assessing performance the supervisor will take into account evidence of achievement in the relevant areas, including:

- a) teaching;
- b) student support;
- c) support of colleagues;
- d) curriculum development;
- e) professional development, including peer observation; and;
- f) co-ordination and administration of the Centre's programs.

It is recognised that during a particular review period a staff member may not have had duties which span all the areas. In those circumstances, the supervisor will consider performance only in respect of the duties which the staff member was required to undertake.

### **19.7.2 Peer Observation**

Peer review involves observation and feedback on teaching. It is carried out by a Language Instructor nominated by a supervisor in consultation with the staff member. The staff member may decide to have an additional peer observation and assessment by a Language Instructor of their choice.

Staff may be asked to submit copies of the peer observation documentation to their supervisor. Peer observation may be undertaken each year and may occur at any time during the review cycle.

### **19.7.3 Higher Duties**

If the staff member is being paid higher duties, they will be assessed at the higher level for the period of time they are performing the duties.

## **19.8 Action from the Review**

### **19.8.1 If performance is 'Satisfactory'**

- a) A salary increment will be awarded (if applicable).
- b) The supervisor and staff member sign the assessment form.
- c) The supervisor clarifies the direction and priorities of the work unit and identifies with the staff member how they can contribute to the achievement of these objectives and achieve their performance and career objectives. Together they will prepare, agree and sign a plan which documents the staff member's performance objectives and development needs for the next 12 months.
- d) The staff member will continue in the performance review cycle for the next 12 months.

### **19.8.2 If performance is 'Unsatisfactory' the process will be in accordance with clause 20 Managing Unsatisfactory Work Performance.**

## **20 MANAGING UNSATISFACTORY WORK PERFORMANCE**

This clause only applies to staff members in continuing and fixed term appointments. A staff member who is subject to unsatisfactory performance processes may be represented at any meeting in relation to the matter by their nominated representative.

### **20.1 Preliminary Action and Counselling**

- 20.1.1 Where a supervisor is of the view that the staff member's performance is unsatisfactory, the supervisor and staff member shall attempt to resolve the performance concerns through a counselling process. A performance improvement plan, which may include support, training and development programs, and a reasonable timeframe, as developed in consultation with the staff member at the time of discussion, will be provided to the staff member to support improvement in the staff member's performance.
- 20.1.2 The staff member will be provided with copies of all documentation relating to the unsatisfactory performance and counselling and copies will be placed on the staff member's file. The staff member is entitled to provide a written response and this response will also be placed on the staff member's file.
- 20.1.3 Where a staff member's work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then a more formal process may be entered into.

## **20.2 Formal Action**

- 20.2.1 The supervisor will discuss the matter of unsatisfactory performance with their Head of Element and the Director, HR, or delegate, will be notified prior to taking any further steps.
- 20.2.2 The supervisor will provide the staff member with a written statement setting out specific aspects of performance which are unsatisfactory and the improvements in performance which are required.

The supervisor will also specify a timeframe within which performance should improve and at the end of which a review will be held. The duration of the timeframe will be reasonable, having regard to the nature of the nominated performance shortcomings.

The supervisor will further specify any support and/or development activities to be made available during this period.

The staff member has the right to respond to an assessment of unsatisfactory performance through a written response, which will be considered by the supervisor.

All documentation will be kept on file and a copy provided to the staff member. Documentation will include the staff member's response to the assessment of unsatisfactory work performance.

The Head of Element and Director, HR will be advised that a written notification(s) of performance concerns has been issued.

- 20.2.3 If the staff member's performance is still regarded by the supervisor as unsatisfactory, normally at the end of the review period, the supervisor will submit a report through their Head of Element to the Director, HR.

The report shall include copies of previous counselling's, written notifications, any statement(s) made by the staff member and a clear statement of aspects of performance considered to be unsatisfactory.

The supervisor will notify the staff member of their intention to make the report and the proposed recommendation to the Head of Element and provide a copy to the staff member.

The Head of Element may recommend 1 of the forms of disciplinary action as defined in this Agreement.

The staff member has 10 working days to submit a response to the Director, HR.

## **20.3 Disciplinary Action**

- 20.3.1 The Director, HR (or delegated authority) will review all documentation, including any written submissions made by the staff member.
- 20.3.2 In the event that the Director, HR (or delegated authority) is of the view that disciplinary action is not warranted, or the appropriate feedback, counselling and opportunity to improve performance have not been given, the matter will be referred back to the Head of Element with instructions, where relevant, to follow the process set out in this clause.
- 20.3.3 Where the Director, HR (or delegated authority) considers that disciplinary action is warranted they will inform the staff member, supervisor and Head of Element, in writing, of the decision and reasons for the decision regarding disciplinary action.

- 20.3.4 If the Director, HR (or delegate) determines to impose termination of employment, the staff member or their nominated representative may refer to the matter to the Fair Work Commission.
- 20.3.5 The Fair Work Commission may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation.
- 20.3.6 If the conciliation process does not result in resolution of the dispute, the Fair Work Commission may arbitrate the dispute and make a determination which will be a decision for the purpose of Division 3 of Part 5.1 of the Act.

## **20. TERMINATION OF EMPLOYMENT AND RESIGNATION**

### **21.1 Notice of termination by the University**

- 21.1.1 Where employment is terminated for valid reasons, such as unsatisfactory performance, redundancy or ill health, the University will give staff 8 weeks notice.  
For a staff member who has been found to have engaged in serious misconduct, in accordance with the procedures in Misconduct clause of the Agreement, such that it would be unreasonable to require the University to continue the employment during the period of notice, the notice of termination will not apply.
- 21.1.2 At the discretion of the Vice Chancellor or delegated officer, payment may be made in lieu of notice.
- 21.1.3 Payment in lieu of notice will be calculated on the staff member's salary (including fortnightly paid allowances and loadings) at the date of ceasing employment.
- 21.1.4 The period of notice in this clause will not apply in the case of voluntary severance or redundancy.

### **21.2 Time off during the Notice Period**

Where the University has given notice of termination to a staff member, the staff member will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the staff member after consultation with the staff member's supervisor.

### **21.3 Notice of Resignation by a Staff Member**

- 21.3.1 A staff member is required to give the University 8 weeks notice or payment in lieu of notice.
- 21.3.2 At the discretion of the Vice Chancellor or delegate, a shorter period of notice may be granted.
- 21.3.3 If a staff member fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum amount equal to the ordinary rate of pay for the period of notice given and notice required or payment in lieu of notice.

### **21.4 University Property**

The University may withhold monies owing to the staff member on termination until such time as keys, access cards and/or property of the university is returned by the staff member.

### **21.5 Expiration of Fixed Term Contract**

#### **21.5.1 Non-Renewal**

A staff member engaged in fixed term employment for a specific term or task who has in excess of 1 year's continuous service and whose contract is not renewed because:

- a) the same or substantially the same duties are no longer required by the employer; or
- b) the duties continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

shall be entitled to 2 weeks pay for each completed year of continuous service up to a maximum of 8 weeks pay.

#### **21.5.2 Notice of Non-Renewal**

A staff member engaged in fixed term employment for a specific term or task will be provided with a written notice of the employer's intention to renew, or not renew, employment with the employer upon expiry of the contract. Such notice will be:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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

In addition to this notice, a staff member over the age of 45 years at the time of giving notice and with not less than 2 years continuous service shall be entitled to an additional week's notice.

## **21. REDUNDANCY**

**22.1** The provisions of this clause will not apply to casual or fixed term staff members.

**22.2** The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and every effort will be undertaken to provide suitable alternative employment opportunities, having regard to qualifications and experience.

**22.3** A position may be considered redundant for genuine operational reasons of an economic, technological, structural or similar nature, including, but not limited to:

- a) management initiated changes to the structure of GELI which significantly affect the duties of a position;
- b) substantial decrease in student enrolment in GELI programs or courses;
- c) decision to cease offering all or part of GELI programs or courses;
- d) financial exigency in GELI; or
- e) changes in technology or work methods;

which results in the work of the position, or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

### **22.4 Consultation**

**22.4.1** Where GELI considers that a position(s) is surplus to its needs, the Director must make a submission to the Relevant Senior Officer, through the Head of Element, and at the same time provide a copy to the Director, HR. The submission should demonstrate that the position(s) is/are no longer required, outline the reasons and address what steps, if any, will be taken to mitigate any adverse effects the redundant position(s) may have on the University's strategic and equity goals.

**22.4.2** Where it appears that one or more positions may be in excess to the University's requirements, initial consultation will occur in accordance with clause 17 of the Agreement at the earliest practical time. Consultation will include:

- a) reasons that a position(s) is considered redundant;
- b) the number and classification of positions in the affected unit of GELI;
- c) the number and classification of positions expected to be required for the performance of any continuing functions;
- d) consideration of ways and means of mitigating need for position redundancies;
- e) redeployment and retraining prospects for staff members impacted by position redundancies;
- f) the method of identifying the positions excess to requirements.

**22.4.3** Consultation is to take place, having regard to the particular matters under discussion and the need for potential excess staff situations to be resolved quickly. Any issues raised during the consultation period will be considered before a final decision is made.

**22.4.4** Staff members have the right to have a nominated representative present throughout all stages of the process.

## **22.5 Process for Nominations for Voluntary Redundancy**

- 22.5.1 Once a decision is made that reductions in staffing are required, it may be appropriate in some circumstances to manage the proposed reduction through a voluntary process by seeking nominations from staff members for redundancy. The arrangements for the voluntary nomination process will be notified to the unions and include information about the numbers of positions to be reduced, the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.
- 22.5.2 The Relevant Senior Officer will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.
- 22.5.3 A staff member whose nomination is accepted will be regarded as having elected for early separation and the redundancy benefits will be as set out in subclause 22.6.3. The staff member will be notified of the date of effect and redundancy benefits payable.

## **22.6 Position Declared Redundant**

Where a voluntary redundancy nomination process does not achieve the required staff reductions, or a voluntary redundancy nomination process was not undertaken, and a decision is made to declare an identified position or positions redundant, the Relevant Senior Officer will notify each affected staff member and the unions in writing. This advice will constitute the official notification to the individual concerned that their position is being made redundant and is to include the following:

- a) the reasons for termination;
- b) timeframe over which the termination of employment is to occur;
- c) options available to staff such as early separation, redeployment and retrenchment;
- d) an indication of the redundancy benefit payable including recreation and long service leave entitlements, where applicable.

All redundancy payments will be calculated on the staff member's salary at date of cessation of employment, except that in the case of a staff member who is on a reversible part-time appointment in accordance with Reversible Part Time Appointment subclause of the Agreement, the relevant full-time salary rate will apply.

### **22.6.1 Leave to Seek Employment**

From the time a staff member receives notice that their position is redundant, they will be entitled to reasonable access to paid time to attend employment interviews, as determined by the Relevant Senior Officer.

### **22.6.2 Transition Period**

A 12 week "transition period" will begin immediately upon written notification being given to the staff member whose position is affected. By the expiration of 2 weeks from the beginning of the transition period, the staff member must indicate to the University which of the following options they wish to choose:

- a) to elect early separation and include the balance of the "transition period" in the staff member's redundancy benefits. This option requires the agreement of the Element before proceeding, although this will not be unreasonably withheld;
- b) to work out the remainder of the "transition period". The University reserves the right to agree to this option only if there is meaningful work still to fulfil. If not the University may elect to pay the remainder of the "transition period" in lieu of notice.

### **22.6.3 Early Separation**

Where a staff member elects early separation, the balance of the transition period plus the staff member's redundancy benefits will be paid on termination. Early separation is calculated as follows:

- a) payment in lieu of salary for the unexpired portion of the twelve-week "transition period";
- b) all accumulated recreation leave and pro rata long service leave where recognised accumulation of credit is less than ten years, but more than five years; and
- c) 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

Benefits received under early separation are in lieu of any notice period or other redundancy benefit.

## **22.7 Retrenchment**

A staff member who has been given written notice that their position has been made redundant may decide to work out the remainder of the transition period. The University reserves the right to agree to this option only if there is meaningful work still to fulfil; if not, the University may elect to pay the remainder of the 'transition period' in lieu of notice.

Where the staff member has worked the 'transition period', the staff member will be retrenched and be entitled to:

- a) all accumulated recreation leave and pro rata long service leave where recognised accumulation is more than 5 years; and
- b) 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

For the purposes of retrenchment, the twelve-week "transition period" will count as the notice period.

## **22.8 Re-employment**

Staff members who accept voluntary separation or are retrenched under this clause are ineligible for reemployment to casual, fixed term, or continuing positions for a period of 12 months from date of separation unless otherwise approved by the Director, HR.

## **22. PROFESSIONAL DEVELOPMENT**

**23.1** Staff undertaking study or professional development relevant to their employment will be entitled to support in accordance with the University's policy and procedures on educational assistance. Staff not participating in the performance review process may not be considered for such support.

**23.2** Leave and support to attend conferences may be granted in accordance with the Institute's policy and subject to the availability of funds.

## **23. CANCELLATION OF COURSES**

**24.1** Casual staff engaged for a specific task or course may have their services terminated if the task or course is cancelled and no alternative task or course can be assigned to the staff member. The University shall, as soon as practicable, provide notice to the staff member in writing of its intention and shall also provide compensation where the staff member can demonstrate loss or hardship as a result of the decision to cancel the course.

**24.2** Demonstration of loss will necessitate producing evidence that the offer of another job has been foregone in accepting this offer.

**24.3** Where the loss is demonstrated, a maximum of 1 week's pay may be granted and the staff member will be given preference for a future course.

**24.4** Where a course is cancelled:

- a) within 2 days of the agreed commencement date; or
- b) at a time after the commencement date; and
- c) no alternative task or course can be assigned to the staff member,

the University will pay the staff member a minimum of 4 hours at the expected rate.

## **24. CLASS SIZE**

**25.1** Language class size will be in accordance with the ELICOS Standards. The ratio of Language Instructors to students in non-student visa classes will not normally exceed 1:20.

**25.2** Where it is proposed to exceed this limit, the University will consult with the NTEU delegate.

## **25. WORKING OVERSEAS**

**26.1** A staff member shall at all times have the right not to undertake employment overseas if this is not a requirement of their contract of employment.

**26.2** Where a staff member agrees to undertake overseas employment, such employment shall be included as part of the staff member's normal work allocation.

- 26.3** Work arrangements for overseas employment will be advised to the staff member prior to departure having regard to the work to be undertaken. This will include agreed consideration of variations to hours of work where appropriate.
- 26.4** A staff member shall have the right to withdraw with reasonable notice from overseas employment without disadvantage should they have reasonable concerns regarding personal safety or work environment.
- 26.5** The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for a staff member undertaking overseas employment except where any of these items are paid for by a partner organisation under the terms of an agreement.

## **26. LANGUAGE INSTRUCTORS STAFF CONSULTATIVE COMMITTEE**

- 27.1** The Language Instructors Staff Consultative Committee (LISCC) monitors the implementation and application of this Schedule to the Agreement and acts as a forum for consultation on all matters affecting the employment of Language Instructors at Griffith English Language Institute.
- 27.2** The LISCC will have the following membership:
  - a) Up to three representatives of the University and/or GELI; and
  - b) Up to three representatives of the NTEU.
- 27.3** The LISCC will determine its own procedure of operation and meetings of the LISCC will be convened at the request of any party. Normally at least 3 meetings of the LISCC will be held each calendar year.
- 27.4** NTEU staff representatives on the LISCC will be provided with appropriate release from duties to participate in the LISCC meetings and associated consultation and activities with Language Instructors.

## Appendix 1

### Salary Rates

Level		May 2017	Acceptance	Mar 2019	Mar 2020	Mar 2021
LAI.1	Language Instructors 1	57,601.12	59,201.12	60,385.15	61,985.15	63,224.85
LAI.2	Language Instructors 2	58,694.14	60,294.14	61,500.02	63,100.02	64,362.02
LAI.3	Language Instructors 3	60,885.49	62,485.49	63,735.20	65,335.20	66,641.91
LAI.4	Language Instructors 4	63,128.55	64,728.55	66,023.12	67,623.12	68,975.58
LAI.5	Language Instructors 5	66,614.39	68,214.39	69,578.68	71,178.68	72,602.25
LAI.6	Language Instructors 6	68,937.71	70,537.71	71,948.46	73,548.46	75,019.43
LAI.7	Language Instructors 7	71,264.57	72,864.57	74,321.86	75,921.86	77,440.30
LAI.8	Language Instructors 8	73,589.65	75,189.65	76,693.44	78,293.44	79,859.31
LAI.9	Language Instructors 9	76,148.31	77,748.31	79,303.27	80,903.27	82,521.34
LAI.10	Language Instructors 10	79,156.32	80,756.32	82,371.45	84,018.88	85,699.25
LAI.11	Language Instructors 11	81,959.26	83,598.44	85,270.41	86,975.82	88,715.34
LAI.12	Language Instructors 12	84,434.10	86,122.79	87,845.24	89,602.15	91,394.19
ADS.1	Assist Director 1	90,697.93	92,511.89	94,362.13	96,249.37	98,174.36
ADS.2	Assist Director 2	94,103.53	95,985.60	97,905.31	99,863.42	101,860.69
ADS.3	Assist Director 3	97,500.22	99,450.22	101,439.23	103,468.01	105,537.37
DRS.1	Director 1	100,904.06	102,922.14	104,980.58	107,080.19	109,221.80
DRS.2	Director 2	104,302.52	106,388.57	108,516.34	110,686.67	112,900.40
DRS.3	Director 3	107,704.55	109,858.64	112,055.82	114,296.93	116,582.87
<b>Position of Responsibility Allowance (annual rate)</b>						
	Level 1	1,524.83	1,555.33	1,586.44	1,618.17	1,650.53
	Level 2	3,049.22	3,110.21	3,172.41	3,235.86	3,300.58
	Level 3	4,573.74	4,665.22	4,758.52	4,853.69	4,950.77

Casual Language Instructors will be paid the rates as set out below in accordance with subclause 12.2 of this Schedule.

	May 2017	Acceptance	Mar 2019	Mar 2020	Mar 2021
CIB2.1	77.58	79.69	81.29	83.40	85.07
CIB2.2	80.47	82.59	84.24	86.35	88.08
CIB2.3	83.44	85.55	87.26	89.38	91.17
CIB1.1	38.79	39.85	40.64	41.70	42.53
CIB1.2	40.24	41.29	42.12	43.18	44.04
CIB1.3	41.72	42.78	43.63	44.69	45.58



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## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
    - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
  - (13) As soon as practicable after proposing to introduce the change, the employer must:
    - (a) discuss with the relevant employees the introduction of the change; and
    - (b) for the purposes of the discussion—provide to the relevant employees:
      - (i) all relevant information about the change, including the nature of the change; and
      - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
      - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
  - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
  - (16) In this term:
 

***relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

04 September 2018

Deputy President Masson  
Fair Work Commission  
GPO Box 1994, Melbourne  
VICTORIA 3001

**Griffith University Academic Staff Enterprise Agreement 2017 – 2021 (AG2018/1799)**

Dear Deputy President Masson

Griffith University provides the following undertakings under section 190 of the *Fair Work Act 2009* in relation to the following clause contained within the Griffith University Academic Staff Enterprise Agreement 2017 – 2021:

**27.2 Family Circumstances**

- Where an employee has exhausted their entitlement to Family Circumstances leave under clause 27.2, the employee may access their accrued sick leave balance for caring purposes, consistent with the use of personal/carer's leave entitlements under the National Employment Standards.

**36. Absence From Duty**

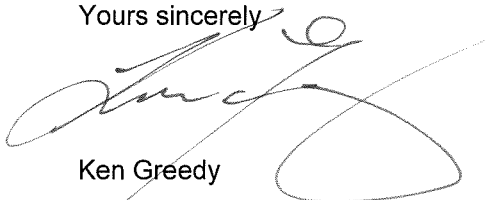
- Where section 36.3 of the Agreement is enlivened and the staff member has remained uncontactable, any termination of employment is at the initiative of the employer and the notice provisions under s.34.2 will be applied.

**Schedule 4 – Language Instructors Conditions of Employment**

**21.3 – Notice of Resignation by a Staff Member**

- Where an employee engaged under Schedule 4 – Language Instructors resigns and is required to provide notice, the maximum amount the employer will withhold under clause 21.3.3 in lieu of notice will be as per notice requirements under the National Employment Standards.

Yours sincerely



Ken Greedy

Director, Human Resources

## The Responsible Conduct of Research

<b>Approving authority</b>	Academic Committee
<b>Approval date</b>	15 November 2018 (4/2018 meeting)
<b>Advisor</b>	Manager, Research Ethics and Integrity   Office for Research   <a href="mailto:research-ethics@griffith.edu.au">research-ethics@griffith.edu.au</a>   (07) 373 54375
<b>Next scheduled review</b>	2024
<b>Document URL</b>	<a href="http://policies.griffith.edu.au/pdf/The%20Responsible%20Conduct%20of%20Research">http://policies.griffith.edu.au/pdf/The Responsible Conduct of Research</a>
<b>TRIM document</b>	2018/9006116
<b>Description</b>	This policy describes Griffith University's commitment to responsible and ethical research practice

### Related documents

[Private Practice Policy](#)  
[Consultancy and Commercial Research Policy](#)  
[Griffith University Research Ethics Manual](#)  
[Conflict of Interest Policy](#)  
[Health and Safety Policy](#)  
[University Sector Retention and Disposal Schedule](#)  
[Records Management Policy](#)  
[Intellectual Property Policy](#)  
[Academic Misconduct Policy - Higher Degree Research Candidates](#)  
[Student Misconduct Policy](#)  
[Academic Staff Enterprise Agreement 2017-2021](#)  
[Professional and Support Staff Enterprise Agreement 2017-2021](#)

### Training-related

[Code of Practice for the Supervision of Higher Degree Research Students](#)  
[Higher Degree Research Supervisor Accreditation Policy](#)  
[Higher Degree Research Policy](#)  
[Bachelors Honours Degree \(AQF Level 8\) Policy](#)  
[Guidelines for Undertaking a Dissertation in Bachelor \(Honours\), Graduate Diploma and Masters Degree Programs](#)  
[Role Statement - Honours Program Director](#)  
[Position Statement - Dean \(Research\)](#)  
[Position Statement – Group Pro Vice Chancellor](#)  
[Position Statement - Head of School/Department](#)  
[Role Statement – Higher Degree Research Convenor](#)

### Related external codes and guidelines

[National Statement on Ethical Conduct in Human Research \(2007 updated 2018\)](#)  
[Australian Code for the Responsible Conduct of Research \(2018\)](#)  
[Australian Code for the Care and Use of Animals for Scientific Purposes 8th edition 2013](#)  
[Ethical Conduct in research with Aboriginal and Torres Strait Islander Peoples and communities: Guidelines for researchers and stakeholders 2018](#)  
[Statement on Consumer and Community Participation in Health and Medical Research \(the Statement on Participation\)](#)

## Related legislation

[Queensland Animal Care and Protection Act 2001](#)

[Commonwealth Privacy Act 1988 \(Amended in 2001\)](#)

[Privacy Amendment \(Enhancing Privacy Protection\) Act 2012](#)

[Queensland Information Privacy Act 2009](#)

[Queensland Public Records Act 2002](#)

[Work Health and Safety Act 2011](#)

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[\[Policy\]](#) [\[Scope\]](#) [\[Meaning of 'Research'\]](#) [\[Meaning of 'Under the Auspices of Griffith University'\]](#) [\[Observance of the Policy\]](#) [\[Cross-Institutional Research\]](#) [\[Research Integrity Advisers\]](#) [\[Breaches of the Australian Code 2018\]](#)

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## 1. POLICY

Australian Code for the Responsible Conduct of Research, 2018 (Australian Code 2018) describes the core behaviours that characterise the responsible conduct of research. Griffith University adheres to and supports the Principles of responsible research conduct described in the Australian Code 2018 and complies with the **Responsibilities of institutions** described in the Australian Code. Further details of how Griffith University has implemented the Australian Code (2018) can be found in the University policies listed above.

Griffith University researchers must comply with the **Responsibilities of researchers** described in the Australian Code (2018).

Practical guidance and operational procedures with regard to these matters are provided by the Research Integrity Resource Sheets produced by the Office for Research.

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## 2. SCOPE

This *Responsible Conduct of Research* Policy applies to any person or organisation conducting research under the auspices of Griffith University, including staff members, students, adjunct appointments, academic title holders, visiting appointments and contractors.

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## 3. MEANING OF 'RESEARCH'

This Policy is based on the same meaning of 'research' as adopted by the *Australian Code*, namely:

*The concept of research is broad and includes the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative.*

Griffith University research may include:

- professional practices in the visual and performing arts
- consultancies with research components
- systematic investigations undertaken to improve the University's own functioning in teaching, research and administration.

A systematic investigation for University improvement purposes will fall within the scope of the *Responsible Conduct of Research Policy* only if:

- the investigation falls within the scope of the University's human or animal research ethics arrangements"; or

- the results are likely to be published or reported beyond the University.

If the research involves human participants, for example, by the completion of questionnaires and participation in focus groups, the person conducting the research must consult the [Griffith University Research Ethics Manual](#) to see if the activity falls within the scope of the University's human research ethics arrangements before proceeding.

If the research involves the use of animals written approval or an exemption notification must first be gained from the Animal Ethics Committee.

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#### 4. MEANING OF 'UNDER THE AUSPICES OF GRIFFITH UNIVERSITY'

Research under the auspices of Griffith University has a very broad scope. Without limiting its meaning, it includes funded and unfunded research, research that has no need of ethical clearance, and research conducted by general staff.

If any of the questions below are answered in the affirmative a researcher should be considered to be conducting work under the auspices of Griffith University, so is subject to the standards and responsibilities described in this document:

- Will the research activity/output be claimed for internal/external purposes through Griffith University?
- Will the work be identified (e.g. to potential participants, sites and in any output) as being Griffith University research?
- Are there any contracts/agreements associated with the work that will describe it as being under the auspices of Griffith University?
- Are there any invoices or other payments associated with the work that will describe it as being under the auspices of Griffith University?
- Is the work covered by Griffith University's insurance/indemnity?

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#### 5. OBSERVANCE OF THE POLICY

Researchers and support staff must familiarise themselves with the Australian Code for the Responsible Conduct of Research (2018) and the research integrity resources produced by the University (e.g. the [Research Integrity page](#) maintained by the Office for Research).

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#### 6. CROSS-INSTITUTIONAL RESEARCH

When collaborating in cross-institutional research Griffith University researchers must adhere to this policy. Further guidance on such research is provided in the resource material produced by the Office for Research.

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#### 7. RESEARCH INTEGRITY ADVISERS

The University has appointed a [network of experienced researchers to act as Research Integrity Advisers](#). The primary role of RIAs is to be a source of collegiate advice on research integrity matters. *Further guidelines about the Appointment, Role and Responsibilities of Research Integrity Advisers* are produced by the Office for Research.

## **8. BREACHES OF THE AUSTRALIAN CODE 2018**

Any alleged breach of the Australian Code 2018/research integrity complaint will be considered as per the procedure described in Research Integrity Resource Sheet #12. This is Griffith University's implementation of the Guide to Managing and Investigating Potential Breaches of the Australian Code for the Responsible Conduct of Research, 2018, modified for conformity to the University's Enterprise Bargaining Agreements.



## University Campus Access and Use Policy

<b>Approving authority</b>	University Council
<b>Approval date</b>	26 March 2018 (1/2018 meeting)
<b>Advisor</b>	Nicola Collier-Jackson, Director, Campus Life   <a href="mailto:N.Collier-Jackson@griffith.edu.au">N.Collier-Jackson@griffith.edu.au</a>   (07) 373 57592
<b>Next scheduled review</b>	2022
<b>Document URL</b>	<a href="http://policies.griffith.edu.au/pdf/University Campus Access and Use Policy.pdf">http://policies.griffith.edu.au/pdf/University Campus Access and Use Policy.pdf</a>
<b>TRIM document</b>	2018/0000028
<b>Description</b>	<p>The University's land is private property and the University Council has the right to regulate access to that land and to control the entry of vehicles and their operations on that land.</p> <p>Griffith University is committed to protecting persons on University land who have a legitimate connection with the University, its facilities, and the University's environment. This Policy regulates access to University land, the conduct of anyone who enters that land and sets out steps the University may take when this Policy is breached.</p> <p>This Policy should be read together with the <i>Griffith University Act 1998</i> ('the Act') and the Student Misconduct Policy. Conduct which breaches this policy may also breach the Act and the Policy and attract the penalties they impose.</p> <p>In particular, reference should be made to:</p> <ul style="list-style-type: none"> <li>▪ Clause 2.1.1 and 2.1.14, of the Student Misconduct Policy, which provides that students may be guilty of misconduct if they breach the University's policies regarding access to and use of University Campuses; and</li> <li>▪ Item 12 of Part 3 of Schedule 1 of the Act, which deals with conduct causing a public nuisance and prohibits a person from being disorderly or creating a disturbance on University land.</li> </ul> <p>Rules governing conduct within Residential Colleges apply in addition to the requirements of this Policy.</p>

### Related documents

[Griffith University Act 1998](#)

[Student Misconduct Policy](#)

[Student Misconduct Procedures](#)

[Resolution of Breaches of Residential Community Standards and Other Grievances within the Griffith University Residential Colleges Policy](#)

[No Smoking Policy](#)

[\[Interpretation\]](#) [\[Campus Access\]](#) [\[Controlling Conduct on Campuses\]](#) [\[Protecting Campuses, Vegetation and Animals\]](#) [\[General Matters\]](#)

## 1. INTERPRETATION

The following definitions are used in this Policy:

**‘Authorised Person’** has the same meaning as in Schedule 2 of the Act;

**‘Campus’** includes any land or part thereof which for the time being is the property of the University or in its possession or under its control, together with any structure of any kind whether permanent or temporary on that land;

**‘Permit’** means a current written authorisation to perform certain acts otherwise prohibited by this Policy. All Permits must be signed by the Vice Chancellor or an Authorised Person or otherwise signed pursuant to the Authority to Sign Contracts and Agreements Schedule of Delegations. Permits must specify the name and address of the person to whom the Permit is issued;

The definitions used in the Act also apply to this Policy, unless stated otherwise.

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## 2. CAMPUS ACCESS

### 2.1 Access to Campuses

Members of the University and members of the public who have legitimate business with the University may enter a Campus for those purposes unless the Campus has been declared closed.

### 2.2 Closing a Campus

2.2.1 A Campus may be declared closed by either the University Council or an Authorised Person to any persons for the period considered appropriate.

2.2.2 A person to whom a Campus has been declared closed must not enter or remain on any Campus at any time when it is declared closed unless that person has with them a Permit authorising them to enter or remain on that Campus.

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## 3. CONTROLLING CONDUCT ON CAMPUSES

### 3.1 Illegal Activities

While on Campus, a person must not behave in a manner:

- (a) that is unlawful, noisome, unsafe, or would be regarded by a member of the general public as offensive; or
- (b) which interferes with the lawful rights or the exercise of the lawful rights of others.

### 3.2 Disposing of Refuse

A person must not deposit or leave on a Campus refuse of any kind except in receptacles provided by the University for waste disposal.

### 3.3 Notices

3.3.1 A person must not without a Permit:

- (a) post or otherwise affix to any part of a Campus, or set up or leave on, distribute, or give out, any placard, handbill, notice, advertisement or other written or printed matter; or
- (b) write, print, draw or paint on or deface any part of a Campus.

3.3.2 Nothing in clauses 3.2 or 3.3.1 prohibits notices and other material being posted on notice boards provided by the University for such purposes pursued in the course of lawful University or student activities.

### 3.4 Alcohol

A person must not consume alcohol on a Campus unless:

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- (a) the Campus on which the alcohol is consumed are premises licensed pursuant to the Liquor Act 1992 (Qld); and
- (b) that consumption of alcohol is authorised by the Vice Chancellor or an Authorised Officer.

### **3.5 Drugs**

A person must not bring onto a Campus or possess, use, produce, supply, receive, sell or distribute on a Campus any drugs, medication or illicit substances (other than medication duly prescribed or except in the course of their duty or in connection with their course of study) and must not break any law prohibiting or regulating activities in relation to those substances.

### **3.6 Gambling**

3.6.1 A person must not on a Campus:

- (a) bet, offer to bet or accept a bet; or
  - (b) sell, purchase, offer for sale or offer to purchase any permit or coupon in a consultation, sweep, race or lottery,
- unless for the purpose of raising funds for a registered charity.

3.6.2 An Authorised Person may authorise the sale of tickets in a consultation, sweep, race, or lottery on a particular part of a Campus either generally or subject to conditions.

### **3.7 Weapons, Fireworks and Fire**

A person must not on a Campus (except in the course of their duty or in connection with their course of study or unless expressly authorised by Permit to do so):

- (a) possess, carry or discharge any offensive weapon (including a firearm); or
- (b) possess, set off or throw any fireworks; or
- (c) start or make any fire, except in fireplaces provided by the University for that purpose; or
- (d) possess, throw or discharge any stone or missile or other dangerous substance, or threaten to do so.

### **3.8 Business and trading**

3.8.1 A person must not on a Campus (except with written permission from an Authorised Person) sell, offer for sale, lease, hire, or accept orders for the purchase, lease, hire or sale of any goods or services whether or not for valuable consideration.

3.8.2 Clause 3.8.1 does not apply to any business dealing reasonably required in connection with an activity authorised by an Authorised Person or conducted pursuant to a lease or licence of premises granted by the University.

### **3.9 Use of Campus by Clubs and other affiliated Organisations**

3.9.1 Members of clubs and other affiliated organisations may make use of those parts of Campuses designated for use for purposes such as games, sports, gymnastics or other activities, provided:

- (a) that they pay any fee requested by the University for such use and comply with any conditions of use imposed by the University;
- (b) they comply with any direction given by an Authorised Person in relation to such use, including a direction to desist such use (which may be given in relation to one instance of such use or in relation to all or any number of instances of such use); and
- (c) such use does not disturb or interfere with normal work, educational and related activities of the University.

3.9.2 The Campuses designated under clause 3.9.1 may be closed in accordance with clause 2.2.

### **3.10 Performances and events and other activities**

A person must not, and must not assist or procure any person to, organise, arrange, advertise, manage or control, any:

- (a) fete, picnic, concert, University club or organisation function, display (including a display of film or television) or performance to be held on a Campus; or
- (b) meeting, conference, discussion, speech, preaching or ceremony to be held on a Campus (other than is incidental to the customary activities of students and members of the staff of the University), or in any other way cause members of the public to congregate on a Campus,

unless authorised by the Vice Chancellor or an Authorised Person to do so.

Non-educational activities involving the entertainment of public audiences will only be allowed where the appropriate copyright consents and licences have been obtained by the organiser prior to the event if music or films protected by copyright are to be played or otherwise communicated to a public audience.

## **4. PROTECTING CAMPUSES AND BUILDINGS, VEGETATION AND ANIMALS**

### **4.1 Care of Campuses and buildings**

A person must not (except in the performance of their duties as an employee of the University, or with the consent of an Authorised Person):

- (a) destroy, damage, injure or otherwise interfere with any Campus;
- (b) erect or construct, any habitation, building or structure on a Campus or without the authority, of an Authorised Person use any Campus as a habitation; or
- (c) enter or occupy any habitation, building or structure on a Campus except in the usual pursuit of their studies or as otherwise authorised by a lease or licence of premises granted by the University; or

### **4.2 Vegetation protection**

A person must not (except in the performance of their duties as an employee of the University, or with the consent of an Authorised Person):

- (a) damage or otherwise interfere with any vegetation on a Campus; or
- (b) damage or otherwise interfere with any stake or label on or near vegetation or anything designed to protect or facilitate the growth of vegetation on a Campus; or
- (c) walk on or over or cause damage to any bed containing or being prepared for vegetation; or
- (d) enter into or remain in any pond or ornamental water.

### **4.3 Animal protection**

4.3.1 A person must not disturb or shoot at or throw missiles at any animal on a Campus or attempt to capture or kill any animal unless authorised in writing by the Vice Chancellor or an Authorised Person.

4.3.2 A person shall not bring or cause to remain on a Campus any animal unless:

- (a) the animal in question is a certified guide, hearing and assistance dog and the person in question holds and is able to produce a handlers' identity card issued under the *Guide, Hearing and Assistance Dogs Act 2009*; or
- (b) they are authorised to do so by Permit; or
- (c) they are required to do so in the course of their employment with the University or in connection with a course of study or research at the University; or
- (d) they are required to consult with a member of the University staff in connection with that animal.

- 4.3.3 A person wishing to bring an animal on to a Campus pursuant to Clauses 4.3.2 (b) or (c) must first obtain a Permit to do so.
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## **5. GENERAL MATTERS**

### **5.1 Revoking Permits**

A Permit can be revoked at will by any person authorised to issue Permits. If a Permit is revoked, the person to whom the Permit was issued must ensure the Permit is delivered to the Authorised Person immediately after they receive notice of the revocation.

### **5.2 Removing property**

Except in the performance of their duties as an employee of the University, or with the consent of an Authorised Person, a person must not remove from a Campus or move from one part of a Campus to another, any fixed or movable University property of any kind whatsoever.

### **5.3 Interfering with University Activities, Campus Works and Services**

5.3.1 A person must not while physically present on any Campus:

- (a) act in a manner intended to interfere with the normal activities of the University, or with carrying out any works on a Campus; or
- (b) act in a manner which interferes with or is likely to interfere with the normal activities of the University, or with carrying out any works on a campus; or
- (c) do any act declared by the Vice Chancellor or an Authorised Person to be prohibited.

5.3.2 Whether or not physically present on any Campus, a person must not:

- (d) act in a manner intended to interfere with the normal activities of the University, or with carrying out any works on a Campus; or
- (e) act in a manner which interferes with or is likely to interfere with the normal activities of the University, or with carrying out any works on a campus.

5.3.3 A person must not, while physically present on any campus, obstruct, hinder or harass:

- (a) any Authorised Person or employee of the University in the discharge of their duties; or
- (b) any person in the exercise and enjoyment of any lawful activity duly authorised under this Policy.

### **5.4 Direction to Leave Campus**

An Authorised Person may direct any person to leave a Campus if there are reasonable grounds to suspect that the person so directed is in breach of this Policy.

### **5.5 Delegation of Authority by the Vice Chancellor**

5.5.1 The Vice Chancellor may authorise in writing under the Vice Chancellor's hand any officer of the University to exercise any authority conferred on the Vice Chancellor by this Policy.

5.5.2 The Vice Chancellor may directly perform any of the functions of an Authorised Person under this Policy.

### **5.6 Directions by Authorised Persons**

5.6.1 An Authorised Person may give such directions and make such requests in the name of the University as may be required to maintain order within the University and to maintain orderly conduct by members of staff, students and visitors and may also require any person on a Campus to do any or all of the following:

- (a) to leave the Campus or part of a Campus immediately;
- (b) to cease conducting any activity upon the Campus immediately;

- (c) produce for immediate inspection any Permit; and
  - (d) provide their full name and address.
- 5.6.2 If the Vice Chancellor is of the opinion that the presence of any person is detrimental to the welfare of the University, the Vice Chancellor may issue that person with a written notice prohibiting that person from entering or remaining on a Campus.
- 5.6.3 A person served with a notice under clause 5.6.2 may make a written submission to the Vice Chancellor setting out the reasons why that notice should be rescinded.
- 5.6.4 The Vice Chancellor must decide either to affirm or rescind a notice within 14 days of receipt of a written submission made under clause 5.6.3.
- 5.6.5 Any person served with a notice issued under clause 5.6.2 must not enter or remain or attempt to enter or remain on a Campus specified in the notice unless and until the Vice Chancellor rescinds the notice.

## **5.7 Police**

Members of the Commonwealth or State Police Forces may be requested by any Authorised Person to enter any part of the Campus when, in the opinion of such Authorised Person, the circumstances require it. Members of the Police Forces may, when on Campus, take action consistent with the authorities and powers that they possess as officers of the Commonwealth or State Police Forces, as they consider appropriate.

This does not restrict in any way the ability of staff and students to call Emergency Services in the event of any emergency.

## **5.8 Delivering Notices**

- 5.8.1 Any written notice issued in accordance with clause 5.6.2 will be regarded as having been duly given if it is:
  - (a) delivered to the person to whom it is addressed; or
  - (b) sent through the post in a pre-paid envelope and addressed to that person's place of residence.
- 5.8.2 A notice sent through the post in accordance with clause 5.8.1(b) will be regarded as having been delivered on the day it would have been delivered in the ordinary course of the post.