



Enterprise Bargaining Meeting 9 (Academic clauses)

Wednesday 14th June 2017

10am – 4.00pm

Building EZ, Room EZ.1.57 (Geoffrey Robertson Room), Parramatta South campus

Attendees:

Professor Denise Kirkpatrick (Chair)

Professor Kevin Dunn

Susan Hudson

Clare Bockmann

Sonya O'Shanna (notes)

Dr David Burchell (NTEU)

Tamara Talmacs (NTEU)

Dr Terri Mylett (NTEU)

Rohan Giles (NTEU)

Leslie Cowles (NTEU)

Agenda

1. Welcome – Professor Kirkpatrick

a. Apologies -Natasha Maiolo

2. Clauses for discussion:

a. Academic Workloads (ASA clause 22)

b. University Work Plan Committee (ASA clause 21)

c. ACDPR (ASA clause 24)

d. Supervision (ASA clause 15)

e. Categories of Employment (ASA clause 14)

f. Casual Employment (ASA clause 14)

g. Probation (ASA clause 13)

h. Definition of Academic Rates of Pay (ASA Schedule 2)

3. Next meeting:

Monday 19th June 2017

Common clauses for discussion with CPSU and NTEU

ACADEMIC STAFF AGREEMENT – CURRENT CLAUSE 22

1. ACADEMIC WORKLOAD

- (a) This clause does not apply to casual Employees.
- ~~(b) Unless stated otherwise, Deans and Directors Supervisors, or their nominees, are responsible for allocating workloads to Academic Employees in accordance with this clause ##.~~
- ~~(c) This clause does not apply to casual Academic Employees.~~
- ~~(d)(b) Academic Work~~
- ~~(e)(c) Academic work at the University may embrace include a combination of teaching, research and development, administration and governance, and approved service to the community. All Academic Employees at the University should have adequate and appropriate opportunities to perform in all these areas having regard to whether they are employed on a teaching and research or research only focused basis.~~
- ~~(f) Academic workload is a combination of self-directed and assigned tasks. The assigned portion of an Academic Employee's work will include, for example, research, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.~~
- ~~(g) The remainder of an Academic Employee's working time is self directed, consistent with the Universities strategic plans and announced priorities. It is time in which Employee's conduct research or other scholarly activity as appropriate to their appointment to the University.~~

1.2 Principles

Academic workloads ~~will should~~ be determined ~~by in accordance with~~ having regard to the following principles:

- (a) ~~have regard to~~ the major areas of academic work ~~are being~~ teaching, research and development, administration and governance, and approved service ~~to the community~~;
- (b) ~~have regard to~~ the required hours of face-to-face teaching or equivalent in blended or online delivery modes, ~~and~~ the anticipated assessment load over the course of a calendar year;
- ~~(c) take account of the varying circumstances, structure and mission of each School;~~
- ~~(d) consider:~~
- ~~(e)(c) the balance combination~~ of undergraduate and postgraduate teaching an Employee will engage in;
- ~~(d) the scale and scope quantity and quality~~ of research activity expected or required of the Employee:
 - ~~(i) , extramural commitments, links with relevant professions and community and industry programs and initiatives; and~~
 - ~~(ii) the balance between online/external delivery and face to face delivery of lectures, tutorials, seminars and clinical practical sessions, noting that~~

~~these entail different time commitments for preparation, course/unit materials, curriculum development, marking and student consultation~~

- ~~(e) be based on workloads being allocated on the basis of a full calendar year, not just limited to teaching periods;~~
- ~~(f) an Employee is required to work an average of 35 hours per week over a calendar year;~~
- ~~(f)(g) the extent of an Employee's contribution to administration, governance and service relevant to the University;~~
- ~~(h) allowing for flexibility in the proportion of time allocated to the wide-range of academic work;~~
- ~~(i) Employees being given the opportunity to participate in, and develop their expertise in a range of academic activity; and~~
- ~~(g)(j) the varying circumstances, structure and priorities of each academic unit; and~~
- ~~(h)(k) the allowing for fair and equitable distribution of workloads amongst Academic Employees.~~

1.3 Allocation of workloads

- ~~(a) Allocation of workloads will be dealt with through workload models of each School and/or their academic units. Those models should be consistent with the principles in clause 1.3, and will be developed by Deans and Directors, or their nominees, in a collegial consultative process.~~

~~(a)~~

- ~~(b) and consistent with any framework established at the University level. Subject to subclauses 1.4(c) and (d), an Employee will be entitled to negotiate an appropriate mix of academic work with their Supervisor or nominee, which may include intensity (up to a maximum of 85%) in any particular area of academic work, and consider opportunities for the Employee to participate in, develop, and balance their expertise in a range of areas of academic activity. The mix of academic activity will be along a single continuum allowing for intensity in any one activity.~~

~~All Academic Employees will have a right to negotiate some research duties as part of their workload, however an Employee's entire workload may be allocated to activities other than research where the Employee:~~

~~had opportunities to produce research outcomes; and~~

~~in the preceding 3 years, without good reason, has consistently not produced evidence of reasonable productive engagement in research consistent with the expected outcomes for their academic level, discipline and personal career plans.~~

- ~~(b) Employees who have a demonstrated record of achievement in research related activities may have a substantial part of their workload allocated to research related activities~~

~~1.5 An Employee may be engaged in or designated allocated as a teaching focussed role where the organisational context requires, and the University may advertise new academic roles on this basis. This includes advertising for academic staff who will, on commencement, be engaged as a teaching focussed Academic Employee. An Academic Employee engaged or designated as such who receives such an allocation should be given an opportunity to engage in scholarship relevant to their discipline and to participate in other activities.~~

~~An Employee who is currently enrolled for a research higher degree may be allocated, within their workload allocation, a proportion of time to undertake such studies, provided that their research higher degree supervisor certifies that adequate progress has been made.~~

Resolution of disputes about workload allocation

- (a) If an ~~Academic~~ Employee considers that their workload allocation has been made in breach of this ~~clause 42~~ clause xx, the ~~Academic~~ Employee should first attempt to resolve the matter through discussions with their Dean or Director (or equivalent).
- (b) If the matter remains unresolved, either the ~~Academic~~ Employee, or the Dean or Director (or equivalent), may refer the matter to the Deputy Vice-Chancellor ~~Education~~ (Academic) who will make a determination on the matter. Any decision by the Deputy Vice-Chancellor ~~Education~~ (Academic) is binding, and there shall be no right of appeal or further dispute.

1.6 Transitional arrangements for Teaching Focussed Roles (TFRs) and Career Development Fellowships (CDFs)

- ~~(a) An Employee engaged in a TFR at the commencement of this Agreement will be transitioned into an academic role at their current level in accordance with the principles in clause 1.3, which may involve a review of the Employee's academic workload.~~
- ~~(b) An Employee currently engaged in an ongoing TFR will be transitioned into an ongoing academic role. An Employee currently engaged as a fixed-term TFR will be transitioned to an academic role for the equivalent term of their current fixed-term contract.~~

1.6.1.7 Academic availability

- (a) ~~All Academic Employees must make arrangements to be accessible to their colleagues and their students on a regular basis, and advertised basis during the sessions in which they are teaching.~~
- (b) During teaching sessions, Employees must be available on campus to students for consultation in the units in which they are teaching and consultation times must be made known to students and adhered to by the Employee.
- (c) Where an Employee is on duty but absent from campus, their Supervisor must be informed of their contact details and they must remain readily accessible to their Supervisor, colleagues and students (eg via phone, email etc).
- (d) Absences from duty must be covered by an approved leave application.
- (e) It is the responsibility of an Employee to inform their Supervisor of any changed circumstances (such as a change in enrolments) which may impact on their workload allocation.

Comment [S01]: Current ASA 22.28-22.31 (slightly re-ordered)

1. **UNIVERSITY AND SCHOOL ACADEMIC UNIT WORK PLAN COMMITTEES**

University Work Plan Committee

- 1.1 ~~The University's Workplan Committee comprises the following: Within one month of the commencement of this Agreement, the Vice-Chancellor, or a nominee of the Vice-Chancellor from the Senior Executive of the University, will establish a University Work Plan Committee comprising:~~
- (a) a Chair, being a Deputy Vice-Chancellor nominated by the Vice-Chancellor or by a nominee of the Vice-Chancellor;
 - (b) 3 Deans nominated by the Vice-Chancellor or by the nominee of the Vice-Chancellor; and
 - (c) 3 academic Employees nominated by the Union.
- 1.2 The University Work Plan Committee ~~must will~~ meet at least twice a year, ~~and at least once in each half of the academic year.~~
- 1.3 The role of the University Work Plan Committee is to oversight the academic unit work plan policies and their implementation.:
- (a) ~~develop a single University-wide Work Plan Policy ("Policy") aimed at providing collegiality, equity, transparency and comparability, which allows for adaptation at a School (or Unit) level that does not contradict the University's Work Plan Policy or this Agreement;~~
 - (b) ~~seek feedback from the School Work Plan Committees to inform the development of the Policy, including discipline-specific teaching activity and research activity thresholds;~~
 - (c) ~~establish general procedures for ensuring consistent standards of workload allocation having regard to:~~
 - (i) ~~the mix of major areas of academic work described in subclause 22.23;~~
 - (ii) ~~maximum targets for different types of teaching in either face-to-face hours or EFTSL load or both;~~
 - (iii) ~~the impact of alternate modes of delivery; and~~
 - (iv) ~~equal opportunity principles and employee development needs;~~
 - (d) ~~monitor the implementation outcomes of the Policy and principles at the level of individual Schools (or Units); and~~
 - (e) ~~ensure that Schools adhere to all of the terms of this clause.~~
- 1.4 ~~The approved Policy~~The Academic Unit Workload Policies, including any supplementary documents, will be published on the University website.
- 1.5 The University Work Plan Committee is expected to make decisions by consensus. In circumstances where the Committee is unable to make a decision by consensus, the matter will be referred to the Implementation Committee. The Implementation Committee will provide

advice and recommendations to the University Work Plan Committee on work plan matters that have not been resolved.

- 1.6 Upon receipt of the advice and recommendations from the Implementation Committee, the University Work Plan Committee will again attempt to make a decision by consensus. Where consensus cannot be reached a decision will be made by a direct vote of the Committee and will take into account the advice and recommendations made by the Implementation Committee.

~~1.7 The University will develop a framework in conjunction with the University Work Plan Committee for the type and level of research activity that may be the subject of negotiations regarding research duties within disciplines as part of Individual Work Agreements.~~

School Academic Unit Work Plan Committees

~~1.8~~ 1.7 Each Dean will convene an School Academic Unit Work Plan Committee comprising:

- (a) a Chair appointed by the Dean;
- (b) at least 2 members appointed by the Dean; and
- (c) members elected by the academic Employees in the School equal in number to those appointed under subclause 21.8(b).

~~1.9 The quorum for any meeting of the School Work Plan Committee is 4 and must include the Chair or nominee and one elected academic representative.~~

~~1.10 Membership of the School Work Plan Committee should reflect the discipline areas and academic levels of Employees within the School and will aim to achieve gender balance.~~

~~1.11 The School Work Plan Committee will normally meet at least once in each half of the academic year and, in addition, as required in order to deal with any Individual Workload Agreement disputes that may arise.~~

~~1.12 The role of the School Work Plan Committee is to:~~

- ~~(a) seek written feedback from Employees within the School to inform the development of the Policy, including discipline specific teaching activity and research activity thresholds. In this regard, Employees will be provided with ten working days to submit any feedback to the Committee;~~
- ~~(b) monitor the implementation and operation of the Policy at the School level;~~
- ~~(c) monitor the equitable distribution of workloads amongst academic staff within the School;~~
- ~~(d) seek feedback from Employees within the School regarding the implementation and operation of the Policy as required and relay this feedback to the University Work Plan Committee on at least an annual basis; and~~
- ~~(e) deal with Individual Workload Agreement disputes as per the procedure prescribed in clause 22: Workloads and clause 23: Workloads for Teaching Focused Roles.~~

Academic Staff Agreement – current clause 24

1. ACADEMIC CAREER DEVELOPMENT, PLANNING AND REVIEW

- a. The University is committed to providing Employees with opportunities for career planning and development through a number of initiatives, including the Professional Academic Development Program ~~which provides a diverse range of professional opportunities to enhance capabilities, career development and support the implementation of the University's Strategy.~~
- a-b. ~~In recognising the importance of building the professionalism of Employees and promoting a welcoming, productive and engaged workplace that achieves common ideals and goals, the University will provide~~ Employees ~~with~~ will be given:
- (i) the opportunity to be involved in the planning of their work, and to develop personal skills that complement their work unit's goals; and
 - (ii) career development opportunities.

1.1 Supervision (TRANSFER FROM CURRENT ASA SUPERVISION CLAUSE 15)

- a. The University will nominate a Supervisor for each Employee. The Supervisor will provide leadership and support to ~~an~~ the Employee, as well as ~~and~~ guidance and feedback on the Employee's performance and career development. ~~The Supervisor will normally be the Dean or Director of the School or work unit.~~
- b. In exceptional circumstances, an Employee may request an alternative Supervisor to that nominated by the University. If the request is granted, the University may nominate another Employee an alternative supervisor who is approved by the Dean or Institute Director.
- ~~b. and who will normally be in the same organisational unit as the Employee and is approved by the Dean to act as Supervisor.~~

Style Definition: WSU Heading 3:
Numbered + Level: 1 + Numbering
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1.2 The Academic Career Development, Planning and Review process

a. All ~~ongoing~~ Employees ~~and who are ongoing and~~ fixed-term ~~employed~~ Employees engaged for 12 months or more will participate in the ~~University's~~ Academic Career Development, Planning and Review (ACDPR) process.

~~e.b. If an Employee is on probation, the Academic Career Development, Planning and Review ACDPR process for an Employee who is within their probationary period will link with those processes in accordance with~~ ~~be incorporated into the process prescribed by clause 13: Probation.~~

c. ~~As part of the ACDPR process, S~~Supervisors ~~and the~~ Employees ~~will:~~to

~~(iii)(i) An Employee will meet their Supervisor meet at least annually to discuss the Employee's past performance and future development plans, for the purposes of which the Employee and will provide their Supervisor with relevant information and documentation on their about the Employee's performance across all academic domains, as requested by the Supervisor;:~~

~~(ii) complete a Career Development Plan each year, and within a reasonable timeframe, consistent with the requirements of the School Academic Unit Work Plan process requirements for that the relevant year; andand~~

~~(iv)(iii) review thate Plan at least once in the course of the School's academic year.~~

~~An Employee who does not participate in the Academic Career Development, Planning and Review pACDPR process cannot:~~

d. ~~be confirmed from probationhave their probation confirmed:~~

~~(i) be promoted;~~

~~(ii) apply for Professional Academic Development Program leave;~~

~~(iii) attend conferences paid for by the University, or held-in during University time; or~~

~~(iv)(iv) receive salary increments, or recruitment and retention loadings.~~

~~d.e. The Academic Career Development, Planning and ReviewACDPR process will:~~

~~(i) be informed by an annually updated version of the Employee's annually updated career plan which will be completed by the EmployeeCareer Development Plan;~~

~~(ii) cover all aspects of thean Employee's Work Plan;~~

~~(iii) provide thean Employee with an opportunity to document and discuss their achievements and identify any factors that may facilitate ways in which their professional development may be facilitated;~~

~~(iv) assist anensure the Employee to be fullyis aware of their responsibilities and duties, and the effect that these have on the University's operations;~~

~~(v) provide a basis for further professional development of the Employee;~~

~~2.~~

Comment [WSU1]: This has been moved from the current clause

~~(i)(v) provide positive feedback and encouragement and guidance as appropriate on the Employee's performance and development where appropriate and provide guidance and feedback to an Employee where performance and/or development is assessed as requiring improvement;~~

Comment [WSU2]: Current 24.6(e) has been deleted – professional development is already covered by (e)(iii) above.

~~(ii) be available to assist any Employee engaged in a TFR to develop a plan to transition to a teaching and research role pursuant to subclauses 14.54 to 14.56; and~~

~~3.~~

~~(vi) include an annual evaluation of research and research supervision; and-~~

Comment [WSU3]: Reference to TFRs has been removed as the University proposes to discontinue this category of Academic employment.

~~(i)(vii) include an annual evaluation of teaching.~~

~~e. An Employee will meet their Supervisor at least annually to discuss the Employee's past performance and future development plans and will provide relevant information and documentation on their performance.~~

f. As part of an academic development program, Schools/Academic units may augment the assessment/evaluation of teaching performance measurement and assessment with a program of peer review and mentoring. ~~If this occurs, with peer reviewers being will be approved by the Supervisor in consultation with the Employee. Where If agreement cannot be reached on reviewers, the an Employee may request an alternative peer reviewer on reasonable grounds, and the Supervisor will not unreasonably refuse such a request.~~

1-21.3 Evaluation of teaching and research

a. As part of the Academic Career Development, Planning and Review/ACDPR process, all Employees ~~will be~~ required to undergo ~~take~~ annual evaluation of:

~~(i) the full range of their teaching activities; and~~

~~(ii) the units in which they teach; and~~

~~(iii) their research and research supervision.~~

~~a. Such evaluation is to cover a full range of teaching activities.~~

~~b. Student evaluation outcomes which relate to the teaching of the individual Employee will be confidential to that Employee, except that the Employee will make them available to their Supervisor and discuss them with their Supervisor at the time of the Academic Career Development, Planning and Review meeting. ~~The University may use, for any purpose, aggregate findings that relate to the relevance and quality of courses and units in terms of student needs and expectations.~~~~

Comment [SO4]: Deleted as part of last Executive instruction

b. Student evaluations and the Employee's reflections on these evaluations, and plans to address areas needing development, will be incorporated into ~~T~~the Academic Career Development, Planning and Review/ACDPR process ~~will incorporate:~~

~~(i) SFT outcomes a range of evaluative data to assess the Employee's teaching and unit-related ~~unit~~ activities, and research activities including supervision;~~

~~(ii) the Employee's response to the SFT outcomes data/evaluative data on relating to teaching and research referred to in (i); and~~

~~(iii) any plans to address areas identified as needing development.~~

c. The evaluative data referred to in subclause 1.3 (a) and (b) will be accessible to the Employee's Supervisor and the Dean or Director of the Employee's ~~School or~~

Institute-academic unit.

d. Evaluation of teaching performance must be considered in the context of the teaching and learning environment. Student evaluation data on its own cannot be used as the sole measure of an Employee's teaching performance.

~~g-e. The University may use, for any purpose, aggregate findings that relate to about the relevance and quality of courses and units in terms of student needs and expectations.~~

~~1-31.4~~ **The Academic Career Development, Planning and Review Report**

- a. The Academic Career Development, Planning and Review ACDPR Report will include a summary form that will the following, as a minimum, provide:
- (i) the date on which the annual performance and review meeting discussion took place;
 - (ii) a summary of the Employee's areas of achievements of the Employee;
 - (iii) a summary of any areas of concern regarding the Employee's performance a summary of the student evaluation outcomes which relate to the teaching of the Employee Employee's SFT outcomes, and
 - ~~(iii)~~(iv) agreed strategies to build on strengths and address any apparent weaknesses that address any areas identified as needing improvement;
 - a summary of any other areas of concern regarding the Employee's performance requiring improvement; and
 - (v) a summary of any problems being experienced by the Employee; and
 - ~~(iv)~~(vi) any other relevant information
- b. ~~An~~The Employee will must be given an the opportunity to read, comment on, and sign authorise the annual Academic Career Development, Planning and Review ACDPR Report prepared by the Supervisor. The details of this reporting process are contained within subclause 24.13.
- c. ~~A~~The Supervisor will forward the completed Academic Career Development, Planning and Review ACDPR Report to may will be provided to the Dean or Director of the School or work unit academic unit for confidential storage if requested.
- d. The Academic Career Development, Planning and Review ACDPR Report will form part of subsequent reviews.

2,

~~2-11.5~~ **Review Unsatisfactory performance**

~~An Employee must be given the opportunity to read, comment on and sign the annual Academic Career Development, Planning and Review Report prepared by the Supervisor. The details of this reporting process are contained within subclause 24.13.~~

~~h. The Academic Career Development, Planning and Review process for an Employee who is within their probationary period will link with those processes in accordance with clause 13: Probation.~~

- a. ~~Where~~If the a Supervisor is of the view that the performance and/or development of an Employee is not satisfactory unsatisfactory, the Supervisor will consult the Dean or Director

|
| of the ~~School or work unit~~academic unit, and the matter will be dealt with in accordance with clause 43: Unsatisfactory Performance.

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1. SUPERVISION

- (a) The University will nominate a Supervisor for each Employee. The Supervisor will provide leadership and support to ~~an~~ the Employee, ~~as well as~~ and guidance and feedback on the Employee's performance and career development. ~~The Supervisor will normally be the Dean or Director of the School or work unit.~~
- (b) In exceptional circumstances, an Employee may request an alternative Supervisor ~~to that nominated by the University.~~ If the request is granted, the University may nominate ~~another Employee~~ an alternative supervisor who is approved by the Dean or Institute Director,; ~~and who will normally be in the same organisational unit as the Employee and is approved by the Dean to act as Supervisor.~~

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Academic Staff Agreement – current clause 14

1. CATEGORIES OF EMPLOYMENT

1.1 Ongoing employment

- (a) An ongoing Employee is an Employee engaged for an indefinite period of time.
- ~~(b) Ongoing employment may contain a reasonable probation period provided that it is directly related to the work to be done, under conditions set out in clause 13: Probation.~~

1.2 Part-time employment

- (a) Part-time employment means ongoing or fixed-term employment where in which the ordinary hours of work are less than those of a full-time Employee.
- ~~(b) An A part-time Employee may be engaged part time and will be entitled to the provisions of this Agreement on a proportionate basis to an equivalent full time Employee pro rata basis, unless otherwise provided by this Agreement specified.~~
- ~~(c) An ongoing, full-time Employee engaged full-time may apply to work part-time to better balance personal and work commitments. If they are given approval, the University will give them written advice of:~~
 - ~~(d) the approval to work part time;~~
 - ~~(e) the percentage of a full time position;~~
 - ~~(f) the classification applying to the work; and~~
 - ~~(g) any agreed arrangements for return to full time work.~~
- ~~(h)(c) If they are not given approval, the University will advise them of the reasons in writing.~~
- ~~(i)(d) Part-time work arrangements may be varied by agreement in writing between an Employee and their Supervisor.~~

1.3 Fixed-term employment

- (a) A fixed-term Employee is an Employee engaged for a fixed-specified period of time ~~or for a defined task or project.~~
- ~~(b) Fixed term employment may contain a reasonable probation period that is directly related to the nature of the work to be done under the contract. Any second or subsequent fixed term engagement will not contain a probation period.~~
- (b) Breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks on each occasion will not constitute breaks in Continuous Service.

Categories of fixed-term employment

- ~~(e)~~ Fixed term employment may only be terminated in accordance with this Agreement.
- ~~(d)~~(c) Subject to the other provisions in this Agreement, ~~the~~ use of fixed-term employment is limited to the following circumstances:
- (i) **specific task or project:** for a specific task or project of limited duration a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
 - (ii) **external funding:** for a position for which more than 50% is paid paid entirely from an identifiable source of funding external funding to the University, not being (excluding funding that is part of an operating grant from Government, or funding comprising comprised of payments of fees made-paid by or on behalf of students;
 - (iii) **research only:** for research only positions, for a period of up to 5 years;
 - ~~(iv)~~ **temporary replacement:** to temporarily:
 - A. replace an ongoing Employee who is on leave, secondment, or performing higher duties; or
 - B. to temporarily fill a vacant position which the University has made a definite decision to fill, and for which has recruitment action has commenced ~~recruitment action~~;
 - ~~(iv)~~(v) **recent professional practice:** where a if a curriculum or accreditation process, as part of professional or vocational education requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has current or recent practical or commercial experience, for a period of up to 3 years;
 - ~~(v)~~(vi) **pre-retirement:** for a pre-retirement contract of for an ongoing Employee, for a period of up to 5 years before the Employee's intended date of retirement and which will not be renewed;
 - ~~(vi)~~(vii) **post-retirement:** a post-retirement contract, for a period of up to 5 years after the Employee's date of retirement;
 - ~~(vii)~~(viii) **enrolled student:** for work by to employ an enrolled student of the University, to undertaken work within a relevant academic unit or research unit, which is related to their course of study (provided that it is not a condition of employment that a person undertake a studentship);
 - ~~(viii)~~(ix) **secondments:** fixed-term secondments in circumstances where the Employee holds a substantive underlying appointment;
 - ~~(ix)~~(x) **discontinued teaching program:** to fill a vacancy occasioned caused by the resignation, retirement or retrenchment of a displaced departure of an Employee engaged in the teaching or support of an existing program where a decision has been made to discontinue the program and the position is not to continue that is to be discontinued;
 - ~~(x)~~(xi) **new organisational area:** for positions within a new organisational area under subclause 14.12; or

~~(xi)~~ **disestablished organisational area:** for positions within a disestablished organisational area under **subclause 14.15;** and

(xii) Career Development Fellowships as defined within this Agreement.

~~(e)~~(d) Nothing within this subclause affects the validity or operation of any fixed-term contract that was entered into before the commencement of this Agreement. However, such fixed-term contracts may **only** be renewed after the commencement of this Agreement ~~only~~ if they fall within one or more of the categories listed above.

1.4 Fixed-term employment in new organisational area

(a) Fixed-term employment may be offered in a New Organisational Area about which there is genuine uncertainty of continuing operation for up to 3 years ~~prior to, or from, before or after~~ the establishment of ~~any such~~ **the** area.

(b) “New Organisational Area” means:

(i) ~~where there is~~ a discipline or sub-discipline area of academic work not previously offered;

(ii) ~~where there is~~ a demonstrated sudden and unanticipated increase in student enrolments; or

(iii) ~~where there is~~ an academic function or unit organised in either a new geographical location, or ~~organised distinctly~~ from existing Schools, **Institutes** or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).

~~(c)~~ ~~At the expiry of the fixed term employment period and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.~~

1.5 Fixed-term employment in disestablished organisational area

~~(a)~~ ~~Fixed-term employment may be offered~~ **Where the University has decided to discontinue work in an organisational area has been the subject of a decision by the University to discontinue work within that area within 3 years, fixed term employment may be offered.**

~~(b)~~(a) ~~At the expiry of the fixed term employment period, should the decision to discontinue the work be reversed and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.~~

Comment [WSU1]: Conversion provisions moved to separate clause.

1.6 Fixed-term employment conversion

~~(a)~~ ~~If at the end of the first contract the same or substantially the same position continues for a further fixed term, the incumbent will be given further employment in the position provided the incumbent was employed in the relevant position through a competitive and open selection process and has~~

~~performed satisfactorily in that position. Where an Employee on a first contract is not re-employed in the position which is offered on a continuous basis, they will be paid severance at 2 weeks for the first completed year of service and then in accordance with clause 49: Fixed Term Employees Severance Pay. In these circumstances, the Employee will be eligible for accrued entitlements.~~

~~1.7~~ **All other fixed-term contracts**

- ~~(a) All other Employees on a fixed term contract may apply for conversion to ongoing employment subject to the following conditions:
 - ~~(i) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's work unit;~~
 - ~~(ii) the period of employment under fixed term contracts has exceeded 3 years of Continuous Service;~~
 - ~~(iii) the current contract is the second or subsequent fixed term contract for the Employee;~~
 - ~~(iv) the Employee was originally appointed or subsequently appointed through a competitive selection process; and~~
 - ~~(v) the conversion request is approved by the Dean or Director of the School or work unit.~~~~
- ~~(b) Where an application for conversion is denied, the University will advise the Employee of the outcome and the reasons.~~
- ~~(c) Notwithstanding anything in subclause 14.18(b), the University at its discretion may convert any fixed term employment.~~

~~1.81.6~~ **Contract Research positions**

- ~~(a) Where an If a fixed-term Employee is employed on a fixed term contract engaged in a Contract Research position, the following provisions will apply:
 - ~~(i) an appointee to a Contract Research position the Employee may be employed on subsequent research grants. A break between contracts of up to 6 months will not constitute a break in break continuity of service, but will not count as service for any purpose; and~~
 - ~~(ii) the duration of a fixed-term contract offered for a Contract Research position will correspond with the term of funding available for that research task or position within the overall research grant, provided that there is sufficient funding and suitable work available for the appointee under the grant; and~~
 - ~~(iii) Contract Research staff who are employed on a second or subsequent contract as a contract researcher and have at least 3 years' continuous service may apply for conversion to "funding contingent" continuity of employment, subject to the following requirements:~~~~

Comment [WSU2]: Conversion provisions for Contract Research Staff have been moved to a separate conversion clause.

- A. ~~the Employee must have completed an Academic Career Development, Planning and Review process within the past year;~~
 - B. ~~the Dean or Director of the School or work unit must be satisfied that there is likely to be sufficient revenue or funding streams to provide continuing support for the Employee's employment; and~~
 - C. ~~the Dean or Director must be satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.~~
- (b) ~~Applications under subclause 14.21 must be made in writing to the Dean or Director of the School or work unit, who will review the application and advise the Employee in writing of the outcome.~~
- (c) ~~The University may refuse an application for conversion under subclause 14.21 on the grounds that:~~
- (i) ~~the criteria in subclause 14.21 are not satisfied;~~
 - (ii) ~~the Employee is a student, and their status as a student was the primary reason for their appointment;~~
 - (iii) ~~the Employee is a genuine retiree (including an Employee who elected to change from continuing employment to a pre-retirement or post-retirement contract); or~~
 - (iv) ~~the performance of the Employee has not been satisfactory.~~
- (d) ~~Contract Research Employees will be entitled to notice, access to renewal and severance pay in accordance with clause 47: Fixed Term Employees Termination Notice and clause 48: Fixed Term Employees Severance Pay.~~
- (e) ~~Where a Contract Research Employee's employment is converted to Funding Contingent Continuing Employment and the relevant external funding ceases for reasons outside the Employee's control, and the University is not able to redeploy the Employee or obtain suitable employment for them, the Employee's employment will be terminated on grounds of redundancy, and they will receive 4 weeks' notice (or pay in lieu of notice) plus severance pay in accordance with clause 48: Fixed Term Employees Severance Pay.~~

1.91.7 Casual employment

- (a) A casual Employee is an Employee engaged by the hour and paid on an hourly basis, ~~according to the casual pay rates set out in [accordance with](#) Schedule 2.~~
- (b) ~~It is not the intention of the University to utilise casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed term basis or to increase the level of casual employment during the term of this Agreement.~~
- (c) ~~Casual employment should be on the basis of merit, and be transparent,~~

~~competitive and consistent with University policy.~~

- ~~(d)(b) Each A casual Employee who is engaged for at least one teaching session will be entitled to paid participation in an appropriate orientation and induction, for which they will be paid.~~
- ~~(e)(c) An ongoing or fixed-term Employee may also work as a casual Employee of the University if the work is unrelated to, or identifiably separate from, their normal duties.~~
- ~~(f) A casual Employee is entitled to not be unavailable available to attend work, or to leave work, for the reasons specified in clause 29: Personal Leave and clause 31: Parental Leave, by agreement with their Supervisor.~~
- ~~(g)(d) The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion. No payment will be paid for any period of non-attendance.~~
- ~~(h) If a casual Employee is unavailable for work because they have carer's responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.~~
- ~~(i)(e) Each casual Employee will receive a written offer of employment in accordance with clause 12: Terms of Engagement that will identify all of the duties required to be performed by the Employee and rate of pay for each duty and a statement that any additional duties required will be paid at the appropriate rate. When responding to an offer of employment, a When accepting an offer of appointment, a casual Employee must disclose any other academic employment that is currently held in which they are currently engaged at the University.~~
- ~~(j) An authorised claim for payment by a casual Employee will be processed promptly when submitted in order that they will be paid fortnightly the approved claims submitted to payroll by the published closing date.~~
- ~~(k) The University will provide to all Employees involved in the employment and supervision of casual Employees information on the terms of casual employment.~~
- ~~(l)(f) Over the During the nominal term of this Agreement, the University will use its best endeavours to reduce the total number of academic casual Employees active on the payroll system will reduce engaged by the University as a proportion of the total number of ongoing and fixed-term academic Employees employed by the University. The University commits to providing annual figures to the Implementation Committee for monitoring purposes~~

1.10 Teaching Focused Roles

- ~~1.1 Teaching Focused Roles (TFRs) are a means of reducing casualisation and providing career development opportunities for casual Employees.~~

General

1.2 TFRs will be used for the performance of work:

- (a) that is currently performed by one or more casual Employees; or
- (b) in new positions for which the work would have otherwise been performed by a casual Employee.

1.3 TFRs are not intended by the University to permanently replace ongoing or fixed term Employees whose positions have been made redundant.

1.4 Subject to subclause 14.43 the University will, over the term of this Agreement, appoint at least 50 Full Time Equivalents to ongoing TFRs, of which at least 30% will be new employees. Such appointments will include any TFRs which are converted from fixed term appointments to ongoing appointments under subclause 14.51.

1.5 The workload provisions for TFRs are set out in clause 23: Workloads for Teaching Focused Roles.

Eligibility and applications

1.6 Applications for TFRs will be open to:

- (a) Employees engaged in existing TFRs as at the date on which this Agreement commences operation ("**Existing TFR Applicants**");
- (b) internal applicants who have been engaged as a casual Employee for at least 4 teaching sessions in the preceding 3 years ("**Internal Applicants**"); or
- (c) external applicants whose most recent employment by an Australian university has been as a casual, fixed term or ongoing academic employee in that university for a period of at least 12 months and who have been awarded, or are progressing towards, a PhD (unless the University has determined that a PhD is not required for the relevant TFR) ("**External Applicants**"); and

who have a demonstrated capacity to meet the current and future expectations of the TFR, including any new duties or skills that may be required, and the School's strategic direction.

1.7 New TFRs will be advertised internally and externally and appointed through a merit based competitive selection process. TFRs will be offered in accordance with the requirements of the School having regard to the qualifications and experience of the applicant.

Basis of TFR appointments

1.8 TFRs may be offered as follows:

- (a) for successful Existing TFR Applicants and Internal Applicants — on an ongoing, full time or part time basis; or
- (b) for successful External Applicants — on an ongoing or fixed term, full time or part time basis.

1.9 Fixed term TFRs that are offered to External Applicants pursuant to subclause 14.43(c) are limited to the categories of fixed term employment prescribed by subclause 14.11.

Eligibility for promotion

1.10 An Employee engaged in a TFR may apply for promotion.

~~1.11 — Any application for promotion by an Employee in a TFR will be assessed having regard to the criteria specified for the TFR.~~

Conversion

~~1.12 — If a new TFR appointment is made on a fixed term basis, the Employee will be eligible to apply for conversion to ongoing employment at the end of their fixed term appointment subject to the following conditions:~~

~~(a) — the Employee was appointed through a merit based competitive selection process;~~

~~(b) — the Employee has performed satisfactorily in the TFR; and~~

~~(c) — ongoing work of the same or substantially similar duties is available within in the School.~~

~~1.13 — In the event that an application for conversion is not approved and further employment is not offered, the Employee will be entitled to severance pay under clause 49: Fixed Term Employees Severance Pay.~~

~~1.14 — An Employee who was engaged in an existing, fixed term TFR as at 15 December 2013 will be converted to an ongoing full time or part time TFR (consistent with their existing appointment) subject to the following conditions:~~

~~(a) — the Employee was appointed through a merit based, competitive selection process;~~

~~(b) — the Employee has performed satisfactorily in the TFR; and~~

~~(c) — ongoing work of the same or substantially similar duties is available within the School.~~

~~1.15 — The University will not be required to advertise (either internally or externally) any ongoing TFR to which an existing employee may be converted under subclause 14.51.~~

Workloads for TFRs

~~1.16 — Workloads for TFRs will be allocated in accordance with clause 23: Workloads for Teaching Focused Roles.~~

Transition to a teaching and research role

~~1.17 — An Employee in a TFR may apply for transition to a teaching and research role.~~

~~1.18 — Any application for transition by an Employee in a TFR will be assessed having regard to the criteria specified for the teaching and research role at the level sought.~~

~~1.19 — The Academic Career Development, Planning and Review Process will be available to assist any Employee in a TFR who wishes to transition to a teaching and research role.~~

Access to the Academic Career Development, Planning and Review process

~~1.20 — Casual employees who undertake at least eight hours per week of face to face teaching over the course of the year will have access to the Academic Career Development, Planning and Review process.~~

1.11 — Career Development Fellowships

- ~~1.21 — Career Development Fellowships (CDFs) are a means of reducing casualisation and providing career development opportunities for casual Employees.~~
- ~~1.22 — Subject to the interest and availability of qualified candidates, over the life of this Agreement, the University will advertise and appoint 20 casual academic Employees and 20 recent PhD graduates from any university to CDFs.~~
- ~~1.23 — CDFs will be standard teaching and research or research only academic fixed term contracts of 3 years' duration.~~
- ~~1.24 — Each year, existing casual academic Employees and recent PhD graduates may register their interest in and eligibility for a CDF with the University as CDFs are announced and become available.~~
- ~~1.25 — Eligibility to apply for CDFs will be restricted to the following:~~
- ~~(a) — recent PhD graduates in a relevant discipline area; or~~
 - ~~(b) — casual academic Employees with equivalent qualifications and/or experience and who have performed casual teaching work for the University in 5 entire teaching periods over the last 5 years.~~
- ~~1.26 — CDFs will be selected from eligible applicants based on academic merit.~~
- ~~1.27 — At the end of CDFs, an assessment will be made as to whether a once only further fixed-term appointment of 2 years should be made.~~

Academic Staff Agreement – Current Clause 14

Casual employment

1.1 A casual Employee is an Employee engaged by the hour and paid on an hourly basis, according to the casual pay rates set out in Schedule 2.

1.2 A casual Employee may be engaged as follows:

(a) On an occasional or ad-hoc basis; or

(b) As a sessional academic.

~~1.1~~

~~1.2~~ ~~It is not the intention of the University to utilise casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed term basis or to increase the level of casual employment during the term of this Agreement.~~

1.3 Casual employment appointments should be on the basis of merit merit-based, and be transparent, competitive and consistent with University policy.

~~1.4~~ ~~Over the term of this Agreement, the total number of academic casual Employees active on the payroll system will reduce as a proportion of the total number of ongoing and fixed term academic Employees employed by the University. The University will provide commits to providing annual data annual figures regarding levels of casual academic employment to the Implementation Committee, for monitoring purposes.~~¹

1.4

1.5 A casual Employee is an Employee engaged by the hour and paid on an hourly basis, according to the casual pay rates set out in Schedule 2.

1.5 An ongoing or fixed-term Employee may also work as a casual Employee of the University if the casual work is unrelated to, or identifiably separate from, their normal duties.

1.6 When responding to an offer of employment, a casual Employee must disclose any other academic employment that is currently held at the University.

1.7 A casual Employee will be paid in the first full pay cycle following submission of an authorised claim for payment.

Sessional Academic Employees

1.8 A Sessional Academic Employee is a casual Employee engaged on a regular and systematic sessional basis.

1.9 Sessional Academic Employees will be provided with the following:

(a) Access to the University's IT resources, including network and intranet access, and the library for the duration of their appointment;

(b) A staff ID card, a staff email account, and inclusion in the online staff directory, indicating they are a Sessional Academic Employee;

(c) One Ppayment of 1 hour and 30 minutes 1.5 hours upon completion of the University's online Orientation —program;

(d) -Paid attendance at any School-level induction program that the Employee may be required to —attend, to a maximum of 4 hours per teaching session;

(e) One Ppayment of up to 4 hours upon providing evidence of successful completion of the University's mandatory online training relating to Work, Health and Safety, Privacy

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Comment [SO1]: Amended to broaden and provide a definition

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Awareness, and Equal –Employment Opportunity;

(f) A technology allowance of \$50 per teaching session if;

(i) The Employee is not otherwise employed by the University; and

(ii) The Employee is required in the normal course of their approved duties to regularly utilise a mobile phone and/or the Internet; and

(iii) Payment of the allowance is approved by the Dean or Institute Director.

(g) The opportunity to apply for a Vice-Chancellor’s Professional Development Scholarship;

(h) The right to be nominated for the Vice-Chancellor’s Excellence in Teaching Award;

~~1.6~~

~~1.7 Each casual Employee who is engaged for at least one teaching session will be entitled to participate in an appropriate orientation and induction, for which they will be paid.~~

Unavailability to attend work

~~1.91.10~~ A casual Employee is entitled to not be available to attend work or to leave work, for the reasons specified in clause 29: Personal Leave and clause 31: Parental Leave.

~~1.91.11~~ The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days per occasion. No payment will be paid for any period of non-attendance.

~~1.101.12~~ If a casual Employee is unavailable for work because they have carer’s responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

~~1.11~~ Each casual Employee will receive a written offer of employment in accordance with **clause 12: Terms of Engagement** that will identify all of the duties required to be performed by the Employee and rate of pay for each duty and a statement that any additional duties required will be paid at the appropriate rate. When responding to an offer of employment, a casual Employee must disclose any other academic employment that is currently held at the University.

~~1.12~~ An authorised claim for payment by a casual Employee will be processed promptly when submitted in order that they will be paid fortnightly the approved claims submitted to payroll by the published closing date.

~~1.13~~ The University will provide to all Employees involved in the employment and supervision of casual Employees information on the terms of casual employment.

~~1.13~~

~~The source of the data is the DEEWR statistics as supplied by the University. The DEEWR figures as at the date of the certification of this Agreement will be used as a comparison for future reports and discussions.~~

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Academic Staff Agreement – current clause 13

1. PROBATION

- (a) ~~Employees other than casual staff may be engaged subject to a period of probation. This clause does not apply to casual Employees.~~

1.2 Probationary period

- (a) ~~The University may engage an Employee subject to a probationary period of up to 2 years, however a shorter period may be fixed having regard to the nature of the position and Employee's performance in the role.~~

1.3 Extension of probationary period

- (a) ~~The University may extend an Employee's initial probationary period for a further period of up to 12 months 1 year if:~~

- (i) ~~Probation will normally be for an initial period of not less than 2 years, however a shorter period may be fixed having regard to the nature of the position and the Employee's performance in the role. In the event that concerns about an Employee's performance are identified; or~~

- (i) ~~during this initial period, it may be extended provided that the total probationary period does not exceed 3 years.~~

- (ii) ~~An Employee's probationary period may also be extended if the Employee has been absent from the work for any reason place to such an extent that it has not been possible to assess the Employee's their performance during the initial probationary period;~~

~~provided that the total probationary period imposed upon an Employee does not exceed 3 years.~~

Comment [WSU1]: New.

Comment [WSU2]: Amended for consistency – all references to time are expressed in “years” in the balance of the clause.

Comment [WSU3]: New.

1.4 Review of performance during probationary period

- (a) ~~Within 2 months of the Employee's commencement date (or as otherwise agreed with the Employee), a Supervisor will meet with the Employee to participate in the career development, planning and review process prescribed in clause 24; Academic Career Development, Planning and Review.~~

- (b) ~~During the probationary period, the Supervisor will- then meet with the Employee at least once a month quarterly to provide feedback to either:~~

- (i) ~~confirm the Employee's progress; or~~

- (ii) ~~identify any concerns about the Employee's performance and develop an appropriate plan for their resolution resolution; and~~

- (c) ~~Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of all necessary reasonable training and support. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.~~

Comment [TT4]: Clause number to updated

Termination of employment

~~(a) Subject to subclause 1.3(b), a Supervisor may recommend termination of employment at any time during the probationary period by providing a written report to the Executive Director (Human Resources) setting out the reasons for the recommendation.~~

~~(b) The Executive Director (Human Resources) will review the recommendation and make a final determination.~~

~~(c) If the Employee's employment is terminated, the Employee will be provided with 12 weeks' notice or payment in lieu.~~

~~Subject to subclause 1.4(b), the Employee's employment may be terminated at any time during the probationary period.~~

~~If the Employee's employment is terminated, the Employee will be provided with one week's notice or payment in lieu.~~

All actions of the relevant delegates under this clause and any applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures. Nothing in this clause, however, excludes the jurisdiction of any external court or tribunal which would otherwise be competent to deal with the matter. A Supervisor will:

~~(ii) within 2 months of the Employee's commencement date (or as otherwise agreed with the Employee), meet with the Employee to participate in the career development planning and review process prescribed in clause 24: Academic Career Development, Planning and Review;~~

~~(iii) during the probationary period, inform the Employee in writing of any performance concerns that have been identified, and the manner in which they are to be rectified; and~~

~~(iv) advise the Employee of the requirements in relation to evaluation of teaching during probation.~~

~~(b) Any discussions held pursuant to this clause will be recorded in writing and copies retained by the Employee and the Supervisor.~~

Mid-point Review

~~(c) At the mid-point of the initial period of probation, a probation review will be conducted by an Employee's Supervisor to assess performance in terms of:~~

~~(i) performance and overall merit relative to the position classification standard of that level;~~

~~(ii) the University's standards of conduct; and~~

~~(iii) progress toward the meeting of any special conditions in the letter of appointment.~~

~~(d) The review will include discussion on progress against agreed expectations and development activities and will take into account any extenuating circumstances. If problems are identified, an agreed course of action will be developed and documented to assist the Employee to meet the requirements for confirmation of employment.~~

- (e) — The Supervisor will prepare a report on the mid-point review. The Employee will be provided with a copy of the report and will be given reasonable opportunity to provide a response in writing. The Supervisor's report and any response from the Employee will be forwarded to the Dean for assessment and endorsement.

Final Review

- (f) — No less than 1 month prior to the end of the initial probation period, a Supervisor will conduct a further review. As part of the review, a Supervisor will meet with an Employee to discuss the Employee's performance and any significant concerns and provide the Employee with an opportunity to comment.
- (g) — Following the final review meeting the Supervisor will provide a probation review report to the Dean recommending that an Employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed.
- (h) — A Dean may decide to:
- (i) — confirm employment;
 - (ii) — extend probation for a further period; or
 - (iii) — recommend termination of employment to the Employment Executive Member.

Extension of probationary period

- (i) — If probation is extended, there will be another review and report by the Employee's Supervisor no less than 1 month prior to the end of the extended period. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.

Termination of employment

- (j) — The Dean will advise an Employee in writing of a decision to recommend termination of employment to the Employment Executive Member. The Employee will have 5 working days from the receipt of the advice to make a written request to the Dean for a review of the decision. If the Dean receives a written request from the Employee for a review of the decision, the Dean will refer the matter to a Probation Review Committee.

Probation Review Committee

- (k) — Within 2 months of the commencement of this Agreement, a panel of Chairs will be established by the University by agreement with the Union ("**Panel**"). Chairs appointed to the Panel will have relevant experience and be independent.
- (l) — Where a matter is referred to a Probation Review Committee, the Committee will be convened within 15 working days where possible. The Probation Review Committee will consist of three members as follows:
- (i) — a trained Employee of the University nominated by the University;
 - (ii) — a trained Employee of the University who is nominated by the staff representatives on the Implementation Committee; and
 - (iii) — an independent Chair selected from the Panel by the Vice-Chancellor.

Comment [TT5]: Not sure of the correct name of the person to be referred to.

- ~~(m) — In the event that a Chair is selected by the Vice-Chancellor pursuant to subclause 13.15(c) and the Employee reasonably believes that an alternate Chair should be selected due to, for example, the existence of a conflict of interest:~~
- ~~(i) — the Employee will write to the Vice-Chancellor within 3 working days of being notified of the Chair having been selected setting out the reasons why the Employee believes an alternate Chair should be selected; and~~
 - ~~(ii) — the Vice-Chancellor may select an alternative Chair within a further 3 working days and notify the Employee accordingly.~~
- ~~(n) — A Probation Review Committee will consider a recommendation by the Dean to terminate employment together with any written response from the Employee and make a recommendation to the Employment Executive Member to:~~
- ~~(i) — extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed-term research-intensive contract is to be converted to ongoing employment);~~
 - ~~(ii) — confirm employment or, in the case of an Employee engaged on a fixed-term research-intensive contract, convert the Employee to ongoing employment; or~~
 - ~~(iii) — terminate employment.~~
- ~~(o) — Having considered the recommendation of a Probation Review Committee, the Employment Executive Member will decide to:~~
- ~~(i) — extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed-term research-intensive contract is to be converted to ongoing employment);~~
 - ~~(ii) — confirm employment or, in the case of an Employee engaged on a fixed-term research-intensive contract, convert the Employee to ongoing employment; or~~
 - ~~(iii) — terminate employment.~~
- ~~(p) — If the employment of an Employee on probation is to be terminated the Employee will be given the following notice of termination:~~
- ~~(i) — 6 months' notice for an ongoing Employee or for a fixed-term Employee engaged for a period of 4 years or more; or~~
 - ~~(ii) — 3 months' notice for a fixed-term Employee engaged for a period of less than 4 years.~~
- ~~(q)(d) — Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 43.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.~~

Comment [TT6]: Unsure of appropriate

Academic Staff Agreement

SCHEDULE 2: CASUAL PAY RATES

- (1) Lecture means any educational delivery described as a lecture in a program or unit outline, or in an official timetable issued by the employer, that is a primary form of education delivery where information on the lecture topic is delivered to the students.
- (2) Tutorial means any educational delivery described as a tutorial in a program or unit outline, or in an official timetable issued by the employer, that is a supplementary form of education delivery where matters already covered elsewhere in a program are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the unit.
- (3) The hourly rate of pay for lecturing or tutoring in addition to the delivery of lectures and/or tutorials, includes:
 - (a) preparing lectures and tutorials;
 - (b) marking directly associated with the delivery of a lecture or tutorial such as a tutorial presentation or participation but not including marking of course or unit-wide essays or assignments, or other assessment tasks that are not assessable during the delivery of a lecture or tutorial;
 - (c) administration of relevant records of the students for which the casual academic is responsible;
 - (d) informal consultations with students immediately before and after a lecture or tutorial.
- (4) The total hours of work under subclause 3(b) of this clause must not exceed 2 extra hours for every hour of teaching. The additional hours of associated working time are specified in this schedule (eg. 2 hours of associated working time for a basic 1 hour lecture).
- (5) The hourly rate of pay for demonstrating encompasses 1 hour of student contact time only.
- (6) Marking beyond that referred to in subclause 3(b) of this clause, (ie marking of course or unit wide essays or assignments or other assessment tasks that are not assessable during the delivery of a lecture or tutorial), will be paid at the appropriate marking rate in this schedule. If marking is done within a lecture or tutorial time the marking rate is not additionally payable to the lecture or tutorial rate.
- (7) Any other duties which a casual Employee is directed in writing to perform will be paid for separately at the appropriate rate in this schedule, including:
 - (a) attendance at lectures;
 - (b) formal student consultation time, including consultation by electronic or other means;
 - (c) attendance at meetings;
 - (d) examination invigilation or supervision.

Superannuation payments and arrangements

- (8) Casual Employees will be paid the Superannuation Guarantee employer contribution of 9% on all paid hours under arrangements specified in clause 17: Superannuation.

CASUAL PAY RATES

The following casual pay rates will apply from the dates specified in the table below and include a 25% casual loading.

DRAFT

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017
A. Basic Lecture - Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					
A	\$171.20	\$176.34	\$181.63	\$187.53	\$194.56
B. Developed Lecture - Paid for a lecture where significant responsibility for planning and developing a specialised unit or a large part of a unit as well as lecturing, or where a lecture or small group of lectures call for special expertise. Consists of 1 hour of delivery and 3 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					
B	\$228.26	\$235.12	\$242.17	\$250.04	\$259.42
C. Specialised Lecture - Paid for a lecture by a specialised / distinguished academic for a single or small group lectures, consisting of 1 hour of delivery and 4 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					
C	\$285.33	\$293.90	\$302.71	\$312.55	\$324.27
D. Repeat Lecture - Paid for a lecture in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					
D	\$114.13	\$117.56	\$121.08	\$125.02	\$129.71
E. Normal Tutorial – Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					
E	\$123.79	\$127.50	\$131.33	\$135.59	\$140.68
F. Repeat Tutorial - Paid for a repeat tutorial in the same unit matter within a period of seven days and student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).					

F	\$82.52	\$85.00	\$87.55	\$90.40	\$93.79
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	G. Normal Tutorial - Paid for a tutorial involving the exercise of autonomous judgement or major responsibility for a tutorial sequence, where duties include full unit coordination or the academic possesses a relevant doctoral qualification. Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).				
G	\$149.89	\$151.30	\$155.84	\$160.90	\$166.93
	H. Repeat Tutorial - Paid for a repeat tutorial in circumstances where full unit coordination duties are included as part of normal duties or the Employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).				
H	\$97.93	\$100.86	\$103.89	\$107.27	\$111.29

Clinical Education in Health Disciplines

“Clinical education in health disciplines” means the conduct of education in a clinical setting. A casual academic Employee who is required to provide clinical education in a health discipline with directly associated non-contact duties in the nature of preparation, and reasonably contemporaneous student consultation will be paid at a rate for each hour of clinical education delivered according to the table below.

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017
	L. Normal Preparation Required - Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).				
L	\$82.52	\$85.00	\$87.55	\$90.40	\$93.79

<p>M. Minimal Preparation Required - Paid where clinical educators in a health discipline are expected to perform minimal non-contact duties, and/or where:</p> <ul style="list-style-type: none">(a) there is minimal preparation for contact periods(b) minimal student assessment requirements(c) student contact outside of direct clinical teaching is not required <p>Consists of 1 hour of delivery and 0.5 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).</p>
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M	\$61.89	\$63.75	\$65.66	\$67.80	\$70.34
<p>N. Normal Preparation Required - Paid where clinical educators in a health discipline are required to have specialist knowledge and skill related to the clinical area and/or where:</p> <ul style="list-style-type: none"> (a) advanced clinical teaching skills are required (b) assessment skills for complex evaluation of student learning are required (c) full unit coordination is required (d) the Employee holds a doctoral qualification <p>Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).</p>					
N	\$97.93	\$100.86	\$103.89	\$107.27	\$111.29
<p>O. Minimal Preparation Required - Paid where clinical educators in a health discipline are required to have specialist knowledge and skills related to the clinical area, but are expected to perform minimal non-contact duties (i.e. there is minimal preparation for contact periods and student contact outside of direct clinical teaching is not required) and/or where:</p> <ul style="list-style-type: none"> (a) advanced clinical teaching skills are required (b) assessment skills for complex evaluation of student learning are required (c) the Employee holds a doctoral qualification <p>Consists of 1 hour of delivery and 0.5 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).</p>					
O	\$73.44	\$75.65	\$77.92	\$80.45	\$83.47

Clinical Nursing Education Facilitation

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017

V. No Preparation Required

Paid where there is a requirement to facilitate students in a practice setting. This does not include the actual assessment of a student's competence in performing particular clinical skills and/or where:

- (a) there is no individual preparation required

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	(b) a student is to be placed into an appropriate clinical environment (c) there is no student assessment requirement				
X	\$48.96	\$50.43	\$51.95	\$53.63	\$55.64

Laboratory Supervision

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017
	F. Responsible for supervision during a laboratory session and for directing any demonstrators, no preparation required.				
F	\$82.52	\$85.00	\$87.55	\$90.40	\$93.79

Marking

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017
	P. Marking as a supervising examiner or marking requiring the exercise of academic judgement.				
P	\$57.06	\$58.78	\$60.54	\$62.51	\$64.85
	Q. Marking, where academic judgement is not required.				
Q	\$41.26	\$42.50	\$43.78	\$45.20	\$46.89
	R. Marking, in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.				
R	\$48.96	\$50.43	\$51.95	\$53.63	\$55.64

Other Required Academic Activity

Rate	Rate from 11.05.12	3% effective 11.04.2014	3% effective 10.04.2015	3.25% effective 08.04.2016	3.75% effective 13.01.2017
	<p>S. Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer, being work in the nature of, but not limited to:</p> <ul style="list-style-type: none"> (a) the conduct of practical classes, demonstrations, workshops, student field excursions (b) the conduct of clinical sessions other than clinical nurse education; (c) the conduct of performance or visual art studio sessions (d) musical coaching, repititeurship, musical accompanying other than with special educational service (e) development of teaching and unit materials such as the preparation of unit guides, reading lists and basic activities associated with unit coordination; (f) consultation with students (g) supervision (h) attendance at departmental and/or College meetings as required. Marking as a supervising examiner or marking requiring the exercise of academic judgement 				
S	\$41.26	\$42.50	\$43.78	\$45.20	\$46.89
	<p>T. Other required academic activities as for Rate S, in circumstances where full unit coordination duties are required as part of normal duties or the Employee holds a relevant doctoral qualification.</p>				
T	\$48.96	\$50.43	\$51.95	\$53.63	\$55.64

Telecommunications Services Allowance.

A casual academic Employee who is not otherwise employed by the University and who is required in the normal course of their approved casual duties to provide for their access by phone and/or internet on a frequent basis, a \$50.00 per session telecommunications services allowance may be claimed by the casual Employee and approved by the appropriate Dean of School or nominee.

Resources

At the time of engagement casual Employees will be issued with a University email address, staff card, library access, University network and internet access valid for a minimum period of six months provided the Employee is engaged to teach across a full teaching session.