



ENTERPRISE AGREEMENT 2022

Fair, balanced and sustainable

Your guide to ACU's proposed
enterprise agreement

The key changes

University management has reached agreement with the Community and Public Sector Union and the National Tertiary Education Union on a new enterprise agreement called the *Australia Catholic University Staff Enterprise Agreement 2022 – 2025*. The joint bargaining team now invites you to consider and vote on the proposed agreement.

The proposed agreement is based upon the current enterprise agreement and features key changes and benefits in the table below. Many parts of the current agreement have not changed. Where changes are proposed, this document will assist in highlighting the change and why it is being proposed.

After the table, there is a summary and explanation of each clause of the proposed agreement.

	EXISTING AGREEMENT	NEW AGREEMENT
Pay increases and superannuation	Pay increases at first full pay period after: <ul style="list-style-type: none"> • 30 June 2018 – 2% • 30 June 2019 – 2% • 30 June 2020 – 2% • 30 June 2021 – 2% 	Administrative pay increase: <ul style="list-style-type: none"> • July 2022 – 2.2% ACU is offering pay increases at first full pay period after: <ul style="list-style-type: none"> • 1 Jan 2023 – 2.8% plus increases to base salary for HEW 1-5 and Academic level A (\$1000) and HEW 6 & 7 (\$500) • 1 Jan 2024 – 3.75% • 1 Jan 2025 – 3.0% and in the last full pay period before: <ul style="list-style-type: none"> • 30 June 2025 – 2.8% This amounts to overall increases: <ul style="list-style-type: none"> • level A academic staff and professional staff up to HEW 5 – 15.58% to 16.46% • professional staff at HEW 6 & 7 – 15.05% to 15.15% • remaining academic staff and professional staff at HEW 8-10 – 14.55% Payments in lieu of annual and long service leave will attract 17% superannuation
Significant commitments to reduce reliance on casual sessional academic and professional staff, and enhanced conditions for casual staff	<ul style="list-style-type: none"> • Conversion of 12 FTE sessional academics to teaching focused roles • Casual professional staff must have 12 months of service at 0.5 FTE or 2 years of service before applying for conversion • No limits on use of casual employment • No paid leave for casuals • Incremental leave only for continuing and fixed term staff 	<ul style="list-style-type: none"> • Overall reduction of more than 20% in ACU's reliance on sessional academic staff • Equivalent to up to 200+ new part-time, ongoing academic positions (or 85 FTE), with priority to existing sessional staff • Casual professional staff must have 12 months of service, with 6 months at 0.4 FTE or 2 years of service before applying for conversion • Specific limits on when casual employment can be used • 5 days of paid leave when there is a declared national emergency or global pandemic • Extending incremental progression to eligible casual staff

	EXISTING AGREEMENT	NEW AGREEMENT
Enhancing flexible work provisions clearly expressing that every staff member is entitled to a flexible working arrangement	<ul style="list-style-type: none"> • Requests for flexible working arrangements limited to categories in National Employment Standards (e.g. caring responsibilities, over 55 years old, disability) • No right to disconnect 	<ul style="list-style-type: none"> • Enshrining flexible work provisions in agreement • Extending eligibility so that every staff member is entitled to a flexible working arrangement • Introducing a new enshrined right to disconnect from work outside of working hours
Rigorous intellectual freedom clause	Intellectual freedom is subject to the Code of Conduct	<ul style="list-style-type: none"> • Protects staff from disciplinary action when exercising intellectual freedom • Balances with expectations that staff will not engage in unlawful bullying or harassment, or breach the rights of others • Codifies in the agreement ACU's commitment to intellectual freedom currently set out in university statute ensuring compliance and consistency • Ensures compliance with Higher Education Support Act 2003 and the Higher Education Standards Framework (Threshold Standards) 2021
Including non-degree teachers (pathways)	<ul style="list-style-type: none"> • Covered by the Educational Services (Post-Secondary Education) Award 2020 	<ul style="list-style-type: none"> • Extending coverage of the agreement and all relevant entitlements to these staff
Increasing participation of Aboriginal and Torres Strait Islander Australians	<ul style="list-style-type: none"> • No prescribed target • No current entitlement 	<ul style="list-style-type: none"> • Supporting an increase in representation of Aboriginal and Torres Strait Islander Australian peoples in our agreement to a target of 3.2% of the workforce • Equivalent to 77 FTE, up from 42 FTE in June 2022 • Guaranteed employment for our Aboriginal and Torres Strait Islander Australian higher degree research students while studying and then on completion of their study • Extra 10 days of paid cultural and ceremonial leave each year (non-accruing)
Enhancements to academic workload arrangements	<ul style="list-style-type: none"> • Leadership and service workload allocations do not have a fixed minimum • Scholarship workload allocations do not have a fixed minimum • Evaluations supporting research workload allocations are managed in policy • Staff required to complete a Graduate Certificate in Higher Education are allocated 25 hours per 5 credit points • Gender equity is not specified as a basis for workload allocation 	<ul style="list-style-type: none"> • All academic staff will be allocated 10% of their workload for leadership and service • Teaching and research and teaching-focused academic career pathways will receive a 10% workload allocation for scholarship • Enshrines principles of transparency, fairness and dignity in evaluations supporting research workload allocations • Staff required to complete a Graduate Certificate in Higher Education are allocated 75 hours per 5 credit points • Enshrining that workload will be allocated as equitably, and transparently as possible, aimed at assuring fairness and gender equity

	EXISTING AGREEMENT	NEW AGREEMENT
Enhanced personal leave entitlements	<ul style="list-style-type: none"> No current entitlement 	<ul style="list-style-type: none"> 5 additional days of paid leave when there is a declared national emergency or global pandemic (including for casual staff) Extra 10 days of paid gender affirmation leave each year (non-accruing) Enshrining entitlement to use personal leave if unwell due to a pandemic or vaccination side effects For sessional academic staff, an express provision they are paid at the applicable rate for preparation work performed even though they are unable to deliver the face-to-face component of a lecture, tutorial, or clinical nurse education because of illness
Enhanced parental leave entitlements	<ul style="list-style-type: none"> Maximum entitlement is 12 weeks of leave at full pay plus 40 weeks of leave at 0.6 pay Paid leave for foster parents different depending on child's age Research support for parents only available to women 	<ul style="list-style-type: none"> Replace with a block entitlement of 36 weeks of leave which can be taken flexibly Extending use of personal leave to include where a staff member miscarries (for both parents) Extending paid leave to foster carers regardless of a child's age Extending research support for new parents regardless of gender, through grants and childcare support Extra 10 days of paid miscarriage leave each year (non-accruing)
Increasing significantly benefits for union representatives	No union rights clause	<ul style="list-style-type: none"> Giving reasonable time off during working hours or a reasonable workload allocation to staff elected to the Branch Committee of the CPSU or the NTEU for the conduct of union business Giving 40% time release each per week to each Branch President of the CPSU and the NTEU to perform union-related duties Extending right for CPSU and NTEU to hold 5 union meetings per year during working time (not just meal breaks) Providing free office and meeting space each at the ACU Branch President's home campus Making union information materials available to all new staff at formal induction sessions
Enhanced change management provisions	<ul style="list-style-type: none"> No prescribed consultation before draft change plan issued Some information (e.g. gender impact) is in policy only Voluntary redundancy is not a required option Post-implementation review is optional 	<ul style="list-style-type: none"> A staff member who has been redeployed once cannot later have their employment ended because of involuntary redundancy, during the agreement's 3-year term – the staff member is guaranteed redeployment Consultation with directly affected staff informally when major change is contemplated and before the development of a draft change management plan Requirement to provide information about gender impact enshrined in agreement Enshrining voluntary redundancy as an option before involuntary redundancy Post-implementation review of the change plan, including feedback from directly affected staff
Supporting UniSuper	UniSuper is the default fund	<ul style="list-style-type: none"> Enshrined requirement to provide information to staff about UniSuper, while complying with choice of fund laws Staff (continuing and fixed term) can attend an individual, financial advice session annually with UniSuper during work time

	EXISTING AGREEMENT	NEW AGREEMENT
Reducing probation period for academic staff	<ul style="list-style-type: none"> • Maximum probation period of 5 years for academic staff 	<ul style="list-style-type: none"> • Maximum probation period of 3 years for academic staff
Study support	<ul style="list-style-type: none"> • Financial assistance capped at \$300 per unit (pro-rata for other than full-time) for a course relevant to the University • Study time for professional staff of up to 6 days per annum 	<ul style="list-style-type: none"> • Sector-leading study support professional staff and teachers • Financial assistance of 50% of the cost of each unit • Study time of 130 hours (18+ days) per calendar year (pro-rata)

Summary and explanation of clauses

The Australia Catholic University Staff Enterprise Agreement 2022 – 2025 is called the **Proposed New Agreement**. The agreement it is replacing – the Australia Catholic University Staff Enterprise Agreement 2017-2021 – is called the **2017 Agreement**.

SECTION 1 AGREEMENT ARRANGEMENTS

1.1 Title

This clause records that the title of the Proposed New Agreement as the Australian Catholic University Staff Enterprise Agreement 2022-2025.

1.2 Agreement Arrangement

This clause lists all the clauses and Schedules of the Proposed New Agreement. Page numbers for each clause of the Proposed New Agreement are also included.

1.3 Interpretations and Definitions

This clause lists a number of definitions of terms which are contained in the Proposed New Agreement, including:

- *Academic staff member, Professional staff member, Casual staff member*
- *Act (Fair Work Act 2009).*
- *Afternoon shift, Broken shift, Night shift, Ordinary time shift*
- *Chief People Officer, Member of the Senior Executive, Member of the Executive, Vice-Chancellor and President*
- *Consultation*
- *Continuous service*
- *Disciplinary action*
- *Gender affirmation*
- *Holiday, University holiday*
- *Immediate family*
- *Manager*
- *Misconduct, Serious Misconduct*
- *Normal service*
- *Ordinary rate, Ordinary rate per hour*
- *Parties*
- *Proof of illness*
- *Protected staff member*
- *Public holiday*
- *Redundancy, Retrenchment*
- *Significant effects*
- *Staff observer, Staff representative*
- *Unattached*
- *Union*
- *University*
- *Week's pay, Year of service*

This clause is substantially unchanged from the 2017 Agreement. Some existing definitions have been updated and the definition for gender affirmation has been added.

1.4 Objectives of the Agreement

This clause outlines the objectives of the Proposed New Agreement which include consistency with the Fair Work Act 2009, meeting external regulatory and quality assurance requirements including for funding, enabling the implementation of the University mission, Strategic Plans and priorities, enhancing employment satisfaction and security, and facilitating long term benefits for stakeholders.

This clause is substantially unchanged from the 2017 Agreement.

1.5 Application of Agreement

This clause identifies who the Proposed New Agreement covers. In addition, this clause lists persons who are not covered by the Proposed New Agreement.

The coverage of the Proposed New Agreement has been extended to Teachers who are currently covered by the Educational Services (Post-Secondary Education) Award 2020.

1.6 Length of Agreement

This clause identifies the duration of the Proposed New Agreement and the timeframe for commencing negotiations for a replacement agreement. The Proposed New Agreement will nominally expire on 30 June 2025 and the parties will meet 3 months before this expiry date to commence negotiations on a new enterprise agreement.

1.7 Relationship with NES, Awards and Certified Agreements

This clause provides for the Proposed New Agreement to replace the 2017 Agreement.

This clause also provides for the Proposed New Agreement to operate to the exclusion of all other agreements and awards that would otherwise apply to academic staff, professional staff and teachers, and to operate in conjunction with the National Employment Standards of the Fair Work Act.

1.8 Individual Flexibility Agreements

The Fair Work Act requires enterprise agreements to include a flexibility term that enables an employee and employer to agree to an arrangement to vary the effect of the agreement in relation to particular terms of an agreement.

This clause allows the University and eligible staff members to vary the terms of the Proposed New Agreement in order to:

- annualise or average the payment of salary for fractional staff;
- receive their annual leave loading as part of their regular salary;
- purchase additional leave; and/or
- salary package items in accordance with policy.

The clause allows additional flexibility with regard to the period of a flexible work arrangement but is otherwise substantially unchanged from the 2017 Agreement.

1.9 Relationship to University Policies

This clause explains the relationship between the Proposed New Agreement and University policies. The dispute settling procedure in the Agreement does not apply to disputes relating to the implementation of University policies, other than where the dispute is about:

- the interpretation, application or operation of any provision of the Agreement, and/or
- the implementation or application of the Academic Workload Policy and Workplace Bullying Policy and Procedures.

1.10 Intellectual Freedom

This clause comprehensively sets out the University's commitment to and protection of intellectual freedom.

1.11 Access to Agreement

This clause provides that the Proposed New Agreement will be made accessible to all staff.

This clause is unchanged from the 2017 Agreement.

1.12 Dispute Settlement Procedure

This clause provides for a process by which disputes regarding the application of any provision of the Proposed New Agreement or in relation to the National Employment Standards set out in the Fair Work Act. Key stages of the process are:

- notification of a dispute.
- conferring in an attempt to resolve the dispute.
- discussions with more senior representatives who have the authority to reach agreement on an approach to resolution.
- referral of the dispute to the Fair Work Commission.

This clause is unchanged from the 2017 Agreement.

1.13 Principles of Consultation at ACU

This clause sets out arrangements for consultation directly with staff and through the ACU Staff Consultative Committee (ACUSCC). It explains the composition, operation and role of ACUSCC including matters which the University will report to ACUSCC.

The clause includes a commitment by the University to consult in a proactive, transparent and constructive manner in relation to change that affect staff employment or working conditions.

1.14 Participation in University Processes

This clause outlines the arrangements applicable to the appointment of staff, who participate in committees or processes established under the Agreement, as members or observers.

This clause is unchanged from the 2017 Agreement.

1.15 Union Rights

This is a new clause which sets out arrangements for the following for the ACU Branch of the CPSU and NTEU:

- services and facilities provided by the University;
- access to intranet;
- union-related use of University-provided email, web access and access the staff directory;
- access to reasonable time off during working hours or workload allocation for staff elected to the ACU Branch Committee of the CPSU or the NTEU to engaged in union business, including 40% time release for the Branch President of the CPSU or the NTEU;
- commitment to permit the NTEU and CPSU to each hold up to 5 union meetings per year during working time and for staff to attend those meeting;
- commitment by the university to provide CPSU and NTEU information materials to all new staff at formal induction sessions; and
- trade union training leave in accordance with the clause 3.12.

2.1 Salaries

This clause provides for salary increases under the Proposed New Agreement as follows:

Date <i>Salary increases apply from the first full pay period on or after the date nominated below except where specified in the Notes column</i>	Rate	Notes
1 Jul 2022	2.2%	Administrative increase (paid)
1 Jan 2023	2.8%	In addition, one off increases to base salary will be paid to the following: HEW 1-5 and Academic Level A - \$1000 HEW 6 & 7 - \$500
1 Jan 2024	3.75%	
1 Jan 2025	3.0%	
30 June 2025 (see Notes)	2.8%	This salary increase will be effective from the beginning of the last full pay period before 30 June

The rates of pay are set out in Schedules 1 (academic and professional staff), 2 (sessional academic staff) and 4 (teachers) of the Proposed New Agreement.

2.2 Casual Employment and Loading

This clause outlines the terms applicable to casual employment. The casual loading of 25% that applies to casual employment has been retained in the Proposed New Agreement. The formulae and descriptors for rates of pay for academic staff employed on a casual and sessional basis rates have been retained and are explained in the clause and provided in Schedule 2.

Clauses 2.2.2 and 2.2.4 have been added to the Proposed New Agreement. The former limits the circumstances where casual employment is appropriate. The latter provides arrangements for a sessional academic staff member who is unable to deliver the face-to-face component of teaching due to illness to be paid for associated preparation time where such work has been performed.

2.3 Casual Professional Staff

This clause sets out specific terms that apply to casual professional staff including the arrangements for a minimum period of engagement and overtime. The clause which gives preference to ACU students for casual professional engagements has been retained in the Proposed New Agreement.

Clause 2.3.4 has been added to the Proposed New Agreement and provides for casual professional staff to be paid at the applicable hourly rate for their attendance and participation in professional development.

2.4 Supported Wage and Traineeships

The clause facilitates the employment of eligible persons under the Commonwealth Government's Supported Wage Arrangement or under a Traineeship Agreement registered with the relevant State Authority. The clause has been updated to reflect current terminology but has otherwise been retained in the Proposed New Agreement.

2.5 Payment of Salaries

This clause sets out arrangements for payment of salaries including arrangements for deductions and underpayments

This clause is unchanged from the 2017 Agreement.

2.6 Annual Leave Loading

This clause sets out arrangements for the payment of annual leave loading on a payday in December.

This clause is unchanged from the 2017 Agreement.

2.7 Salary Flexibility

This clause explains that the university has discretion to pay salary rates in excess of those prescribed by the Agreement in order to attract and/or retain staff.

This clause is unchanged from the 2017 Agreement.

2.8 Salary Packaging

This clause facilitates salary packaging arrangements for staff who wish to enter into such arrangements.

This clause is unchanged from the 2017 Agreement.

2.9 Superannuation

This clause sets out the superannuation entitlements for staff who are covered by the Proposed New Agreement. The clause has been amended to comply with choice of fund laws. Continuing and fixed-term staff continue to be entitled to an employer superannuation contribution equal to 17% of their salary including for payments in lieu of annual and long service leave. The Proposed New Agreement identifies UniSuper as the university's preferred fund, enshrines a requirement for the university to provide information to staff about UniSuper, and allows continuing and fixed term staff to attend an individual, financial advice appointment with UniSuper once per year during work time.

2.10 Reimbursement of Expenses

This clause sets out arrangements for staff to receive reimbursement for reasonable work related expenses including for travel and travel-related costs. The Proposed New Agreement enshrines the University's commitment to reimburse staff members, who are required to maintain professional registration as a condition of their position with the University, for the cost of maintaining that professional registration including mandatory continuing professional development.

2.11 First aid allowances

This clause sets out arrangements for certain staff to received First Aid Allowances. The clause has been updated to reflect the current values of First Allowances, which increase during the life of the agreement in accordance with the general percentage increases in salary, but has otherwise been retained in the Proposed New Agreement.

2.12 Higher Duties Allowances

This clause sets out arrangements for the payment of higher duties allowances for professional and academic staff.

This clause is unchanged from the 2017 Agreement.

2.13 Meal Allowance During Overtime for Professional Staff

This clause sets out arrangements when a professional staff member who works overtime is eligible for payment of a meal allowance.

This clause is unchanged from the 2017 Agreement.

2.14 Aboriginal and Torres Strait Islander Peoples Languages Allowances

This is a new clause which cross references to clause 6.2.13.

SECTION 3	PROVIDING FOR LEAVE
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3.1 Application of Leave Provisions to Full-Time, Fractional and Part-Time Staff Members

This clause explains that leave entitlements apply to full-time, fractional and part-time staff in accordance with their employment fraction and University procedures.

This clause is unchanged from the 2017 Agreement.

3.2 Australian Defence Force Reserves Leave

This clause sets out entitlements to paid leave for staff who serve in the Australian Defence Forces Reserves.

This clause is unchanged from the 2017 Agreement.

3.3 Community Service Leave

This clause describes the arrangements for Community Services Leave for civic duties.

This clause is unchanged from the 2017 Agreement.

3.4 Compassionate Leave

This clause describes arrangements for Compassionate Leave.

This clause is unchanged from the 2017 Agreement.

3.5 Provisions to Support the Victims of Family, Domestic or Intimate Partner Violence

The title of this clause has been amended to include reference to intimate partner violence. The entitlement to 10 days of Family or Domestic or Intimate Partner Violence Leave is extended to casual and sessional staff from 1 February 2023 in accordance with changes to the Fair Work Act. The clause has also been amended to apply to staff who are survivors of violence.

3.6 Extraordinary Leave

This clause retains the existing arrangements for the relevant Member of the Senior Executive to grant a staff member paid extraordinary leave in extraordinary circumstances and normally after exhausting available leave types.

In addition, the clause provides for 5 days of paid leave for all staff in the event of a National Emergency Declaration by the Federal Government, or a global pandemic declared by the World Health Organisation to be taken in the week following the date of the declaration.

3.7 Leave Without Pay

This clause provides for Leave without Pay in accordance with the University's Leave Without Pay Policy.

This clause is unchanged from the 2017 Agreement.

3.8 Long Service Leave

This clause sets out staff entitlements to long service leave and the arrangements for planning and taking long service leave. An amendment has been made to the arrangements associated with giving notice of taking of long service leave and there are separate arrangements for professional and academic staff in the Proposed New Agreement.

3.9 Parental Leave

This clause has been re-written to provide greater flexibility and clarity in relation to the entitlements and arrangements for paid and unpaid parental leave associated with the birth, adoption and permanent placement of a child. The clause provides for the following leave for continuing and fixed-term staff:

- 36 weeks of paid leave and 16 weeks of unpaid leave after 104 weeks of completed paid continuous service; or combined paid and unpaid leave of up to 52 weeks for less than 104 weeks service.
- a further 52 weeks of leave without pay.

The clause also sets out:

- parental leave entitlements for casual and sessional staff, couples and the second parent;
- paid leave for foster carers regardless of a child's age;
- paid leave for an unplanned cessation of parental leave; and
- arrangements returning to work after a period of parental leave.

The clause provides generous paid leave entitlements and other entitlements consistent with the Fair Work Act.

3.10 Personal Leave

Personal Leave includes carers leave and sick leave. The clause in the Proposed New Agreement retains the existing entitlement of 20 days per annum with 15 days being cumulative subject to use in the previous year, and provides for additional leave of up to 10 days within a 12 month period in respect of each of the circumstances below:

- miscarriage
- gender affirmation
- for Aboriginal and Torres Strait Islander staff to attend to cultural and ceremonial matters

The clause elaborates on the reasons for the use of Personal Leave and simplifies the evidence requirements.

3.11 Recreation Leave

The Recreation Leave clause includes arrangements for annual leave, University holidays and Public Holidays. The listing of public holidays within the 2017 Agreement has been replaced with reference to public holidays "*gazetted by the relevant state or territory authority*". The University will continue to provide 3 days of University Holidays in conjunction with the annual Christmas closedown. The clause includes provisions for the accrual, planning and taking of annual leave as well as cashing out of excess annual leave and entitlement to pay out of untaken annual leave on termination of employment.

3.12 Trade Union Training Leave

This clause sets out entitlements to up to 7 days paid leave for staff who are authorized union delegates to undertake trade union training, development and other related educative activities.

This clause is unchanged from the 2017 Agreement.

3.13 Workers' Compensation Leave

This clause sets out information about leave for work-related injury causing incapacity as it relates to workers compensation. The titles of relevant university policy documents have changed during the life of 2017 Agreement and have been updated. The clause is otherwise unchanged from the 2017 Agreement.

SECTION 4 MANAGING FOR PERFORMANCE EXCELLENCE

4.1 Performance Excellence

This clause introduces the concept of performance excellence and sets out the responsibilities of individual staff and supervisors to contribute to the achievement of organisational strategic priorities and performance excellence. The clause also highlights the investment by the university in professional development programs designed to enhance the capabilities and performance of staff and support the implementation of organisational strategy.

This clause is unchanged from the 2017 Agreement.

4.2 Study Time and Financial Assistance to Support Study

This clause has been amended to improve arrangements for study support. For academic staff, financial assistance increases to up to 50% of the cost of each unit of a relevant accredited postgraduate course. For professional staff, study time for an approved course of study increases to up to 130 hours per calendar year and financial assistance increases to up to 50% of the cost of each unit. Study time and financial assistance will continue to be managed in accordance with the University's policy for Study Support.

4.3 Induction

This clause requires all staff to participate in the University's induction program and provides for casual and sessional staff to receive appropriate payment for participation.

This clause is unchanged from the 2017 Agreement.

4.4 Incremental Progression

This clause outlines the arrangements for staff to achieve progression to the next point on an incremental scale of the salaries following each twelve (12) months of paid service and in accordance with the University's policy and procedures for Incremental Progression. The clause in the Proposed New Agreement extends eligibility for incremental progression to casual professional staff and casual academic staff if they have performed casual work for the University in 26 weeks or more of the previous 12 months, and they are engaged or re-engaged by the University in the same or substantially similar role.

4.5 Performance-Related Reward and Recognition

In this clause, the University makes a commitment to a fair, transparent, equitable and funded performance-related reward and recognition framework. This clause is unchanged from the 2017 Agreement.

4.6 Benefits for Academic Staff

This clause sets out commitments in relation to the following benefits for academic staff:

- academic promotions: the arrangements are unchanged from the 2017 Agreement,
- research awards following parental leave: the Proposed New Agreement extends the support provided under the 2017 Agreement to new parents regardless of gender
- childcare support: the Proposed New Agreement extends this support to new parents regardless of gender, through grants and childcare support.

4.7 Development and Performance

This clause was called “Performance Review and Planning at ACU” in the 2017 Agreement. The clause is not substantially changed from the 2017 Agreement and provides guidance to staff and supervisors regarding the matters to be discussed and considered during the performance and development process, including knowledge and skills development to support career and professional development. The clause includes the expectation that supervisors will provide regular feedback on performance and deal promptly and fairly with issues relating to performance, and continues to provide staff with the right to be assisted by a person of their choice, including a staff representative but not a practicing solicitor or barrister, during meetings to discuss possible unsatisfactory performance.

4.8 Managing Unsatisfactory Staff Performance

This clause details the process of initial feedback mechanisms and follow up mechanisms for performance which does not meet the required standard and then the procedures for managing unsatisfactory performance in circumstances where performance has not improved to the required standard. The clause includes the process that must be followed prior to disciplinary action for unsatisfactory performance and provides for a review process if the staff member believes that fair and proper procedures have not been followed.

Except for the updating of the title of the Chief People Officer, the clause is unchanged from the 2017 Agreement.

SECTION 5 WORKING ARRANGEMENTS

5.1 WORK-LIFE ARRANGEMENTS

This clause has been significantly enhanced in the Proposed New Agreement and includes an express provision that every staff member is entitled to a flexible work arrangement. It sets out guiding principles for flexible work arrangements, requirements of applications including where a staff member works as part of a team, and role of the supervisor responding to applications. The clause acknowledges that staff must inform the university of their work location and may be required to submit a declaration regarding the safety of that location as a proposed workplace. The clause also enshrines the right to disconnect from work outside of working hours.

5.2 WORKING ARRANGEMENTS – ACADEMIC STAFF

The clause in the Proposed New Agreement sets out the following:

- arrangements and principles for the allocation of academic workload,
- broad definitions of academic work,
- the academic career pathways,
- arrangements for the management of academic workload,
- arrangements for the Workload Advisory Committee,
- processes for academic staff to raise individual workload issues, and
- implementation and transitional arrangements for the amendment of the Academic Workload Policy.

The Proposed New Agreement includes the following enhancements to academic workload arrangements:

- allocation of workload to assure transparency, fairness and gender equity in the amount and type of work;

- “scholarship” and “leadership and service” are identified as distinct categories of academic work and described;
- all academic staff will be allocated 10% of their workload for leadership and service;
- academic staff in teaching and research and teaching-focused academic career pathways will receive a 10% workload allocation for scholarship;
- academic staff required to complete a Graduate Certificate in Higher Education are provided with a workload allocation equal to the expected required hours expressed in the course guide or unit outline (ie 75 hours per 5 credit points);
- individual workload issues which are not resolved at School / Institute or Faculty level will be referred to the Provost for decision.

5.3 Working Arrangements – Professional Staff

This clause sets out working arrangements and working hours for professional staff including arrangements for shift work, overtime and on-call arrangements. The normal span of hours for Professional staff is from 8.00am to 6.00pm. The clause in the Proposed New Agreement:

- includes a requirement for the university to notify professional staff upon engagement if they are required to work within an extended span of hours from 7.30am to 7.00pm
- clarifies the maximum normal weekly hours for overtime purposes including for casual professional staff

The clause is otherwise unchanged from the 2017 Agreement.

5.4 Principles of Job Redesign, Flexibility and Skills Enhancement for Professional Staff

This clause sets out the expectation that all professional staff will actively engage in any process of job redesign and accept role flexibility accompanied by the skills enhancement needed to support their career development and necessary to accommodate the University's changing needs.

This clause is unchanged from the 2017 Agreement.

SECTION 6 EMPLOYMENT MATTERS

6.1 GENERAL PRINCIPLES

This clause includes:

- requirements for staff to provide documents relevant to their employment, if required;
- arrangements for additional work as a casual staff member (however, it should be noted that the Paid Inside Work Policy applies in these circumstances)
- a commitment to take reasonable action to reduce the proportion of casual sessional academic staff to other academic staff and to use 2009 data as a baseline for comparison.

This clause is unchanged from the 2017 Agreement.

6.2 Aboriginal and Torres Strait Islander Peoples Employment

This clause has been significantly enhanced in the Proposed New Agreement in order to increase the participation of Aboriginal and Torres Strait Islander peoples employed by the University. The clause includes:

- a commitment to an increase in representation of Aboriginal and Torres Strait Islander peoples employed by the university to a target of 3.2% of the workforce which is equivalent to 77 FTE and benchmarked against 42 FTE in June 2022.
- Guaranteed employment for the university's Aboriginal and Torres Strait Islander Australian higher degree research students while studying and then on completion of their study.

- Commitment to increasing the number of identified positions for Aboriginal and Torres Strait Islander staff from 30 to 40 continuing positions.
- Arrangements to support Aboriginal and Torres Strait Islander staff to perform cultural or ceremonial duties on behalf of the University
- Aboriginal and Torres Strait Islander Peoples Languages Allowances of \$2,500 or \$4,500 per annum for staff who are required to use these languages in the course of their employment.

6.3 Workplace Bullying and Harrassment

In the 2017 Agreement this clause was called “Workplace Bullying”. The Proposed New Agreement also includes harassment. The clause:

- outlines the University’s commitment to provide a healthy and safe environment for work and study that is free from bullying, violence, harassment and sexual harassment.
- provides the definition of bullying,
- summarises arrangements for complaints of workplace bullying, harassment, discrimination and sexual harassment, and
- requires that any amendments to the Workplace Bullying Policy and Procedures occur by mutual agreement of the University, CPSU NSW and NTEU, and that disputes be handled in accordance with the dispute resolution procedures of the Agreement.

6.4 Classifications

This clause provides information about the application of Minimum Standards for Academic Levels (MSALs) and Professional Staff Position Classifications (DWM descriptors) within Schedule 3 Part A and Schedule 3 Part B, respectively, of the Proposed New Agreement. The clause sets out the process for a review of the classification of a position, including the composition and role of the Professional Staff Classification Review Panel and the Classification Review Committee

Except for the updating of the title of the Chief People Officer, the clause is unchanged from the 2017 Agreement.

6.5 Employment Types

This clause defines, and outlines arrangements applicable to, the following employment types used by the University to employ staff.

- (a) Full-time employment
- (b) Part-time employment
- (c) Fractional employment
- (d) Casual employment
- (e) Sessional employment

Except for clarification of arrangements relating to annualised salary for a staff member employed on a fractional basis, the clause is unchanged from the 2017 Agreement.

6.6 Requirement to State Terms of Engagement

This clause sets out the information that the University will provide within an instrument of appointment.

The clause is unchanged from the 2017 Agreement.

6.7 Employment Categories

This clause applies to full-time, part-time and fractional employment and defines and outlines arrangements applicable to the following categories of employment:

- (a) Continuing employment which is also known as ongoing employment.

- (b) Fixed term employment which is for a specified term or ascertainable period. The clause includes arrangements for:
- (i) limitations of the use of fixed term employment to work activity that can be described as specific task or project, research, replacement staff member, recent professional practice required, pre-retirement contact, employment subsidiary to studentship, new organizational unit, disbanded organizational unit, post-retirement contract, and/or other with mutual agreement with the parties.
 - (ii) requirements to provide written notice of intention to renew or not to renew employment prior to the expiry of the fixed term contract.
 - (iii) arrangements for severance pay when employment is not renewed.
 - (iv) arrangements for conversion from fixed-term to continuing employment. This clause has been revised in the Proposed New Agreement to apply to all fixed-term staff who have satisfactorily completed 5 or more years of continuous service in the same or substantially similar position and whose position is not funded from a source external to the University.

Except for the amendment referred to in (b)(iv) above, the clause is unchanged from the 2017 Agreement.

6.8 Conversion of Casual/Sessional Employment

This clause sets out arrangements for the conversion to non-casual employment of casual professional staff (clauses 6.8.1 and 6.8.2) and casual / sessional academic staff (clause 6.8.3). This clause has been significantly enhanced in the Proposed New Agreement.

Casual professional staff must have 12 months of service, with 6 months at 0.4 FTE or 2 years of service before applying for conversion. The Proposed New Agreement enshrines a commitment that the University will not unreasonably refuse to convert an eligible staff member and sets out the reasonable grounds on which an application for conversion may be refused. The clause also reduces the period that applies to a reapplication for conversion from 12 to 6 months.

For casual academic staff, the Proposed New Agreement includes a commitment by the University to create a program to transition work undertaken by casual academics to ongoing academics and to reduce to and maintain a ratio of casual and sessional academic staff FTE to non-casual and sessional academic staff FTE of 30% to 70%. The clause sets out targets over 12 months, 2 years and 3 years and states that, "*based on headcount data on 24 June 2022, this would require the University to create and fill at least 85 FTE new ongoing academic positions through the program*".

The clause also sets out the conditions and arrangements that apply to the program. There are eligibility criteria for the roles which will recruit from ACU sessional academic staff initially and the University will establish a register to support this. The roles will be created on a proportional basis across academic work units having regard to work needs. The University will report progress to the ACU Staff Consultative Committee.

6.9 Minimum Employment Period

This clause clarifies the meaning of 6 months as it applies to the minimum employment period under the Fair Work Act

The clause is unchanged from the 2017 Agreement.

6.10 Probationary Employment

This clause sets out the arrangements that apply to probation for non-casual academic and professional staff. In the Proposed New Agreement, the period of probation for a new continuing academic staff member has been reduced from 5 years to 3 years. The probation period for professional staff continues to be 6 months. The clause sets out the procedures that apply to probation including requirements for probation reviews and arrangements in circumstances where the staff member's performance is unsatisfactory.

The clause includes the process that must be followed prior to a decision to terminate employment during probation or other disciplinary action. The clause also provides for a review process if the staff member believes that fair and proper procedures have not been followed.

Except for the amendment the period of probation for academic staff and updating the title of the Chief People Officer, the clause is unchanged from the 2017 Agreement.

6.11 Transfers

This clause sets out arrangements for the transfer of staff to another position initiated by the University or the staff member.

The clause is unchanged from the 2017 Agreement.

SECTION 7 DISCIPLINE PROVISIONS, MEDICAL ASSESSMENT AND SEPARATION FROM EMPLOYMENT

7.1 Separation at the Initiative of the Staff Member

This clause sets out notice periods when a staff member resigns or retires from their employment. It also provides the process for separation due to abandonment of employment.

The clause is unchanged from the 2017 Agreement.

7.2 Discipline Provisions

This clause details processes for the University to take disciplinary action (as defined and including termination of employment) in relation to misconduct or serious misconduct. The clause provides for a review process where the outcome of the misconduct or serious misconduct process is a decision to terminate employment or to demote staff member.

Except for the updating of the title of the Chief People Officer, the clause is unchanged from the 2017 Agreement.

7.3 Medical Assessment

This clause includes the procedures for medical assessment where there is reasonable concern regarding a staff member's capacity to perform the inherent requirement of their position. It also includes procedures for termination of employment for medical reasons.

The clause is unchanged from the 2017 Agreement.

7.4 Summary Dismissal – Professional Staff

This clause sets out the process for the University to summarily dismiss a professional staff member whose misconduct or behaviour is regarded by the University as so grave as to warrant summary dismissal.

The clause is unchanged from the 2017 Agreement.

SECTION 8 CONSULTATION AND CHANGE MANAGEMENT AT ACU

8.1 Principles

This clause acknowledges that change will occur as the University evolves over time and the University's commitment to its staff to provide security of employment.

The clause is unchanged from the 2017 Agreement.

8.2 Job Security

This is a new clause which builds the commitment made in the 2017 Agreement to explore natural attrition and voluntary measures to reduce the size of the University's workforce. The Proposed New Agreement enshrines a commitment that a staff member who has been redeployed once cannot later have their employment ended because of involuntary redundancy, during the nominal life of the Agreement staff – the staff member is guaranteed redeployment.

8.3 Changes to Rosters or Hours of Work

This clause sets out the process for the University to consult with staff if their regular rosters or ordinary hours of work are affected by a proposed change.

The clause is substantially unchanged from the 2017 Agreement.

8.4 Major Change

This clause outlines the process by which major change is managed by the University. It includes a commitment to consult with directly affected staff informally when major change is contemplated and before the development of a draft change management plan. It also includes the information that will be included within a draft Change Management Plan, and the steps leading to the approval of the Final Change Management Plan and its implementation. The Proposed New Agreement also includes a requirement for a post-implementation review of the change plan, including feedback from directly affected staff.

8.5 Notice of Redundancy

This is a new clause within the Proposed New Agreement but contains information about arrangements for the formal notification of redundancy previously within the 2017 Agreement with some minor amendments.

8.6 Notice Period

This clause sets out the notice period based on years of service that applies following formal notice of redundancy.

The clause is unchanged from the 2017 Agreement.

8.7 Redeployment

This clause enshrines the University's commitment and process to redeploy or relocate a staff member affected by change to a suitable position. The clause provides for salary maintenance for 12 months or 18 months for professional staff whose substantive position is HEW7 or above or HEW6 or below, respectively, in circumstances where a staff member is redeployed to a position classified at a lower level and/or fraction than the position made redundant. The Proposed New Agreement requires that, following the period of salary maintenance, the staff member will be entitled to payment at the top increment of the classification of the redeployment position.

8.8 Calculation of Severance Payments

The clause includes the severance payments which will apply where the University is unable to redeploy, transfer or relocate a staff member whose position is made redundant.

The clause is unchanged from the 2017 Agreement.

8.9 Voluntary Retirement

This clause outlines arrangements for voluntary retirement.

The clause is unchanged from the 2017 Agreement.

SCHEDULES

Schedule 1

Part A - Academic Salary Rates

This part sets out full-time academic staff annual salary rates payable under the Proposed New Agreement, reflecting the agreed salary increases detailed in clause 2.1.

Part B - Professional Staff Salary Rates

This part sets out full-time professional staff annual salary rates payable under the Proposed New Agreement, reflecting the agreed salary increases detailed in clause 2.1.

Part C – Cadets, Trainees and Supported Wage Arrangements

This part is referred to in clause 2.4, Supported Wage and Traineeships and provides further information to inform appropriate payment of staff employed under these arrangements.

Schedule 2 - Sessional Academic Staff Salary Rates

This Schedule sets out sessional academic salary rates payable under the Proposed New Agreement, reflecting the agreed salary increases detailed in clause 2.1. The Schedule also includes the method for calculating sessional pay rates and descriptions of the work involved in each category of activity (e.g. lecturing, tutoring).

The descriptors are unchanged from the 2017 Agreement, except the definition of “lecture” and “tutorial” have been deleted and attendance and participation in professional development has been added to the list of other required academic activities.

Schedule 3 - Classifications Used by ACU for Academic and Professional Staff

Part A - The Minimum Standards for Academic Levels (MSALs)

This Part outlines standards, duties and skills of each academic level of appointment from Level A to Level E and is unchanged from the 2017 Agreement.

Part B - DWM Descriptors for Professional Staff

This Part outlines the information about task level, judgement, level of supervision, typical activities, training level or qualifications and other information at each classification level for professional staff. This Part is unchanged from the 2017 Agreement.

Schedule 4 - Global and Education Pathways – Salary Rates and Conditions of Employment for Teachers

The Proposed New Agreement includes this new schedule which applies to non-degree teachers in Global and Education Pathways. This cohort of staff have not previously been covered by an ACU enterprise agreement.

Part A - Global and Education Pathways – Salary Rates and Conditions of Employment for Teachers

This Part sets out clauses that apply specifically to the employment of teachers.

Part B - Application of Clauses of this Agreement to Teachers

This Part sets out the clauses in the Proposed New Agreement that apply or do not apply to teachers.

Part C - Teacher Salary Rates

This part sets out the following salary rates for teachers payable under the Proposed New Agreement, reflecting the agreed salary increases detailed in clause 2.1:

- Teacher Annual Salary Rates – Full-time
- Teacher Salary Rates – Casual Daily Rates
- Teacher Salary Rates – Casual Hourly Rates

