

Clause 8.1 – Unsatisfactory Performance

8.1 Unsatisfactory Performance

This clause does not apply to casual or probationary staff members.

- 8.1.1 If a staff member's performance is not satisfactory, the University may decide to take action to remedy the unsatisfactory performance.
- 8.1.2 Before taking any disciplinary action, a supervisor must take reasonable steps to address unsatisfactory performance by one (1) or more of the following: informal discussion, guidance, performance counselling (including informal counselling), providing additional supervision, requiring additional reporting from the staff member about their work, providing appropriate staff development or training, or workload allocation.
- 8.1.3 If performance improves to a satisfactory level and is maintained for a period of six (6) months then the matter will be considered closed.
- 8.1.4 Satisfactory performance means a level of performance consistent with a staff member's contract of employment, position description and/or role statement (where applicable) and the Classification Standards (Academic and Research-Only Staff) or Professional Staff Classification Standards as set out in this Agreement.
- 8.1.5 If at any stage of the process a staff member does not acknowledge the performance issue that has been raised or is not willing to provide and to demonstrate a genuine and sustained commitment to improve their performance, the staff member's supervisor is not obliged to follow clause 8.1.9 and clause 8.1.10 and may make a formal report in accordance with clause 8.1.11.
- 8.1.6 A staff member may be represented by a representative, as defined in this Agreement, at any stage of this process.
- 8.1.7 A Performance Improvement Plan (PIP) will include specific performance objectives and may provide for training and development and/or mentoring to assist a staff member to improve their performance. The final PIP will be placed on the staff member's staff file.
- 8.1.8 If a recommendation is made by the supervisor to take disciplinary action, such disciplinary action is limited to:
 - (a) formal written censure/warning;
 - (b) counselling;
 - (c) withholding a salary increment;
 - (d) reducing salary by one (1) or more increments;
 - (e) demotion by one (1) or more classification levels; or
 - (f) termination of employment.

8.1.9 Formal counselling - first counselling session

- 8.1.9.1 Where a staff member's supervisor considers they have evidence that the staff member's performance is unsatisfactory, they shall first meet with the staff member to provide details of such unsatisfactory performance, the required improvements to meet the expectations of satisfactory performance and an appropriate timeline for addressing these concerns and demonstrating satisfactory performance. A first review period will be set and a PIP will be developed jointly with the staff member.
- 8.1.9.2 The staff member will have five (5) working days from the date of receipt of the counselling session summary and the PIP to respond in writing to their supervisor and raise any relevant issues including any extenuating circumstances.
- 8.1.9.3 The supervisor will consider the staff member's response, and may meet with the staff member to further discuss, before finalising and implementing the PIP.
- 8.1.9.4 If the staff member does not respond, the supervisor will implement the PIP.

8.1.10 Second and final counselling session

- 8.1.10.1 If there is insufficient improvement after the first counselling session and the review period conducted in accordance with clause 8.1.9.1, the staff member's supervisor will again meet with them to discuss the performance issues.
- 8.1.10.2 If the supervisor believes that the staff member's performance has not improved and/or is unlikely to meet the expectations of satisfactory performance they may discuss alternative strategies with the staff member.
- 8.1.10.3 These may include, but are not limited to, transferring or redeploying the staff member to a position at the same or lower classification level. Any strategy must be mutually agreed.
- 8.1.10.4 Unless clause 8.1.5 applies, if the supervisor proposes to advise the staff member of their intention to recommend disciplinary action, they will do so in this session.

8.1.11 Recommendation to the deputy vice-chancellor/vice-president

- 8.1.11.1 Where the supervisor can demonstrate that counselling has not resulted in satisfactory performance they will provide a written report, through the Area Manager (or functional equivalent), to the Deputy Vice-Chancellor/Vice-President that the staff member's performance is not satisfactory. Such a report will state clearly the aspects of the staff member's performance that are not satisfactory, the attempts to remedy the problem, any extenuating circumstances and the recommended disciplinary action (as defined in this Agreement) and will provide any supporting materials.
- 8.1.11.2 The supervisor will provide the staff member with a copy of the report and supporting material at the time it is submitted. The staff member will have five (5) working days from the date of receipt of the report to respond in writing to the Deputy Vice-Chancellor/Vice-President.

8.1.12 Disciplinary action for unsatisfactory performance

- 8.1.12.1 Upon receipt of the supervisor's report and any written response from the staff member, the Deputy Vice-Chancellor/Vice-President must be satisfied of the following:
 - (a) Appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;
 - (b) An adequate opportunity to respond was given;
 - (c) Any response was taken into account; and
 - (d) A reasonable opportunity was afforded to remedy the performance problem.

- 8.1.12.2 The Deputy Vice-Chancellor/Vice-President will then advise the staff member in writing of what action they will be taking. This may mean one (1) of the following, but is not limited to:
- (a) Taking no further action and advising the staff member in writing;
 - (b) Referring the matter back to the staff member's supervisor to ensure that clauses 8.1.9 and 8.1.10 are complied with in substance and in a manner appropriate to the circumstances; or
 - (c) Taking disciplinary action as provided for in this Agreement.
- 8.1.12.3 For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their determination and the disciplinary action will take effect as advised.

8.1.13 Termination of employment

- 8.1.13.1 For termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their recommendation to the Vice-Chancellor and President to terminate the staff member's employment. If the staff member does not seek a review within five (5) working days from the date of receipt of the written advice, the Vice-Chancellor and President will write to them advising them that their employment with the University will be terminated.
- 8.1.13.2 Further to clause 8.1.13.1 the staff member will be given written notice by the Vice-Chancellor and President, as specified in their contract of employment or as set out in clause 6.2 (whichever is the greater), that their employment will be terminated. They will receive payment in lieu of notice for part or all of the notice period.

8.1.14 Review of recommendation for termination

A staff member may, within five (5) working days from the date of receipt of the advice in clause 8.1.13.1 seek a review by an Internal Reviewer in accordance with clause 8.3. The staff member must submit a written request addressing the terms of reference in clause 8.3, outlining the reasons for the review and providing any relevant supporting documentation to the Internal Reviewer.