

**UNIVERSITY OF WESTERN SYDNEY ACADEMIC STAFF
AGREEMENT 2006 – 2008**

Contents

Part 1 – Provisions Relating to the Agreement

1. Agreement Title
2. Application of the Agreement
3. Availability of the Agreement
4. Definitions
5. Dispute Settlement
6. Employee Representation
7. Implementation Committee
8. No Extra Claims
9. Parties Bound by the Agreement
10. Staff Liaison Committee
11. Term of the Agreement

Part 2 – Conditions of Employment

12. Behaviour at Work
13. Car Kilometre Allowance and Journeys Requiring Temporary Residence
14. Categories of Employment and Terms of Engagement
15. Compensation for Loss or Damage to Personal Property
16. Flexible Working Arrangements
17. Indigenous Australian Employment
18. Intellectual Freedom
19. Intellectual Property
20. Jury Service and Witnesses
21. Leave Entitlements
22. Misconduct
23. Notice on Resignation
24. Occupational Health and Safety and First Aid
25. Organisational Change
26. Pay and Career Equity
27. Pay Rates
28. Performance Planning and Review
29. Personal Reports
30. Probation
31. Professional Development
32. Public Holidays
33. Redeployment and Redundancy
34. Salary Packaging
35. Superannuation
36. Supervision
37. Termination of Employment on the Grounds of Ill Health
38. Unsatisfactory Performance
39. Workloads

Part 3 – Schedules

Schedule 1 – Salaries

Schedule 2 – Casual Pay Rates

Schedule 3 – Allowances

Schedule 4 – Position Classification Standards

Schedule 5 – Leave Entitlements

Schedule 6 – Academic Planning and Review Report

Schedule 7 – Workload Agreement Content Guidelines

Part 4 – Signatories to the Agreement

Part 1 – Provisions Relating to the Agreement

1. AGREEMENT TITLE

The Agreement is called the University of Western Sydney Academic Staff Agreement 2006 - 2008.

2. APPLICATION OF THE AGREEMENT

- (1) The Agreement is pursuant to Section 328 of the *Workplace Relations Act 1996* as amended. It rescinds and replaces the University of Western Sydney Academic Staff Enterprise Agreement 2005 – 2008.
- (2) The Agreement applies to and is binding according to its terms on all parties to the Agreement, with the exception of those employees holding the positions of Vice-Chancellor, Deputy Vice-Chancellor and Pro Vice-Chancellor, provided that only the following clauses apply to those persons holding the positions of Executive Dean and the Director Educational Development:

Part 1: All clauses; and

Part 2: 12 Behaviour at Work, 13 Car Kilometre Allowance and Journeys Requiring Temporary Residence, 14 Categories of Employment, 15 Compensation for Loss or Damage to Personal Property, 16 Flexible Working Arrangements, 17 Indigenous Australian Employment, 18 Intellectual Freedom, 20 Jury Service and Witnesses, 21 Leave Entitlements, 23 Notice on Resignation, 24 Occupational Health and Safety and First Aid, 26 Pay and Career Equity, 29 Personal Reports, 32 Public Holidays, 34 Salary Packaging, 36 Superannuation, 37 Termination of Employment on Grounds of Ill Health.
- (3) The University may enter into Australian Workplace Agreements (AWAs) with its employees. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of the Agreement to the extent of any inconsistency, as specified in each AWA. When offering an AWA the University will offer a genuine and informed choice between the AWA and the Agreement and provide access to this Agreement.
- (4) When offering an AWA, the University will advise any employee or prospective employee of their rights to appoint a bargaining agent and will allow the employee up to 14 days from receipt of the offer to consider the AWA as required.
- (5) The Agreement operates to the exclusion of the provisions of all other awards and industrial agreements.

- (6) To give effect to the provisions of Section 354 of the *Workplace Relations Act 1996* as amended, this Agreement expressly excludes all protected award conditions including:
- a. rest breaks
 - b. annual leave loadings
 - c. observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days
 - d. days to be substituted for, or a procedure for substituting, days referred to in paragraph (c)
 - e. monetary allowances for:
 - i. expenses incurred in the course of employment; or
 - ii. responsibilities or skills that are not taken into account in rates of pay for employees; or
 - iii. disabilities associated with the performance of particular tasks or work in particular conditions or locations
 - f. loadings for working overtime or for shift work
 - g. penalty rates
 - h. any other matter specified in the *Workplace Relations Regulations* (Commonwealth) as varied from time to time.

3. AVAILABILITY OF AGREEMENT

A copy of the Agreement will be available on the University website and a printed copy will be provided on request to any employee who does not have access to the University website.

4. DEFINITIONS

In the Agreement:

“the Act” means the *Workplace Relations Act 1996* as amended from time to time

“the Agreement” means the University of Western Sydney Academic Staff Agreement 2006 - 2008

“Base rate of pay” means the hourly/weekly/fortnightly equivalent of an ongoing or fixed-term employee’s salary plus any annualised salary loading

“Commission” means the Australian Industrial Relations Commission

"Continuous Service", other than in *Schedule 5 (Long Service Leave)*, means continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University and service in an entity of the University in which the University has more than a 50 per cent controlled interest

"Employee" means an academic staff member of the University who may be employed on an ongoing, fixed-term or casual basis

“Indigenous Australian” is a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by their Aboriginal or Torres Strait Islander community

“Outsourcing” means replacing the work specifically and directly performed by an existing employee at the time of the making of the Agreement, with a contract for service or work by someone who is not an employee

“Parties” means the employees, the University and the National Tertiary Education Industry Union (NTEU)

“Representative” means a person including an official of the relevant Union, nominated by an employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practicing solicitor or barrister in private practice.

“Salary” means the relevant salary level and step as set out in *Schedule 1* of the Agreement for an employee whose position is classified Level A to E or the identified salary component as specified in their letter of appointment for an employee whose position is above Level E

“Union” means the National Tertiary Education Industry Union (NTEU)

"University" means the University of Western Sydney defined in and operating under the *University of Western Sydney Act (1997) (NSW)* as amended.

5. DISPUTE SETTLEMENT

- (1) The University and its employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- (2) A dispute regarding the interpretation, application or operation of a provision of this Agreement will be resolved using the procedures set out in this Clause. Throughout this process the employee may choose to be assisted by or act through their chosen representative.
- (3) With the exception of critical issues of occupational health and safety, normal work will continue while the procedures under this clause are being followed and no party to the dispute will take any action to aggravate a matter in dispute.
- (4) If an employee has a dispute with the University, where practicable they should attempt to resolve the dispute informally through discussion with their supervisor.
- (5) If an employee has been unable to resolve a dispute informally, the employee may request a formal meeting with the employee’s supervisor to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- (6) If a dispute is not resolved in a formal meeting with the employee’s supervisor, the employee may request a formal meeting with the relevant Executive Dean/Director to attempt to resolve the dispute, and the meeting

must be held within 5 working days of the request being made, unless agreed otherwise.

- (7) A party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless otherwise agreed. The parties to the dispute will discuss the dispute resolution process they wish to apply in the case of each separate dispute. If they cannot agree on a particular process in a particular case, the following process will apply.
- (8) Should the dispute not be resolved by the processes referred to above, or if there is an identified urgent need to have the matter resolved, either party to the dispute may refer the dispute to the Australian Industrial Relations Commission for conciliation and if necessary, arbitration.
- (9) In dealing with the dispute, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, interim decisions and submissions which it deems necessary to make such dealings effective.
- (10) The Commission may, subject to any reasonable limitations imposed by the Commission, permit a party to the dispute to be represented through the arbitration process. The parties to the dispute agree to be bound by the arbitrated decision by the Commission in resolution of the dispute.
- (11) The arbitrated decision of the Commission will bind the parties to the dispute, subject to either party exercising a right of appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law in the first instance.

6. EMPLOYEE REPRESENTATION

At any stage where an employee covered by the Agreement requires assistance regarding their employment conditions, they may choose to nominate a representative.

7. IMPLEMENTATION COMMITTEE

- (1) An Implementation Committee will be established to facilitate the implementation of the Agreement.
- (2) The Implementation Committee will comprise:
 - a. 2 academic staff employee-elected representatives of the Staff Liaison Committee; and
 - b. 1 representative nominated by the NTEU; and
 - c. no more than 3 representatives nominated by the University.
- (3) The Implementation Committee will:
 - a. be a forum for consultation on strategies and policies to support the implementation of the Agreement, including training for managers and employees
 - b. consider reports required by the various clauses of the Agreement
 - c. monitor and advise on the implementation of the provisions of the Agreement.

- (4) The Implementation Committee will meet at the request of a member of the committee. Employees who are members of the Implementation Committee will be allowed reasonable time and resources during working hours to interview, consult and liaise with employees, in addition to attendance at meetings.

8. NO EXTRA CLAIMS

During the term of the Agreement, the parties to the Agreement will not pursue any further claims in relation to matters covered by the Agreement, except as provided for by the Agreement.

9. PARTIES BOUND BY THE AGREEMENT

The Agreement shall apply to and be binding according to its terms upon:

- a. all academic employees employed by the University of Western Sydney; and
- b. the National Tertiary Education Industry Union (NTEU); and
- c. the University of Western Sydney.

10. STAFF LIAISON COMMITTEE

- (1) There will be a Staff Liaison Committee comprising of equal numbers of staff elected representatives (no less than two) and management representatives, as well as one representative from each of the NTEU and the CPSU.
- (2) The Staff Liaison Committee will be responsible for the discussion of broad human resource and policy/practice issues which fall outside the scope and framework of the University's Collective Agreements.
- (3) The Staff Liaison Committee will meet on a bi-monthly basis.

11. TERM OF THE AGREEMENT

The Agreement has effect on and from the date of lodgement with the Office of the Employment Advocate and will remain in effect until 31 December 2008.

Part 2 – Conditions of employment

12. BEHAVIOUR AT WORK

- (1) The University respects and values its employees, the diversity of its workforce and the right of employees to work in an environment free from unlawful discrimination, harassment and bullying. Bullying includes behaviour with the aim or likely effect of demeaning, humiliating or intimidating employees either as individuals or as a group.
- (2) The University will work actively towards eliminating workplace bullying and will develop policy in consultation with employees.
- (3) The University and its employees recognise that they have obligations under Federal and State anti-discrimination legislation and will work actively towards preventing and eliminating unlawful discrimination in employment in the University.

- (4) The University will provide information and training on identifying and preventing workplace bullying in staff development programs for employees.

13. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

- (1) If an employee is required by the University to travel to a location other than their nominated work location, and if there is no University vehicle or public transport available or if it is unreasonable or impractical to use them in the circumstances, they will be paid an allowance.
- (2) The allowance paid will be for any net kilometres in excess of the distance an employee would normally travel using their own vehicle in getting to and from their normal work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.
- (3) If an employee chooses to use their own vehicle when public transport is reasonably available, they will be reimbursed the equivalent economy cost of the public transport.
- (4) If an employee is directed by the University to work away from their nominated work location and they have approval to occupy a temporary residence, the University will pay actual reasonable expenses.

14. CATEGORIES OF EMPLOYMENT AND TERMS OF ENGAGEMENT

Letter of Appointment

- (1) The University will give an employee a letter of appointment advising them of their position and level, category, terms and conditions of employment including hours of work, and work location. The letter will also include details of where further information on conditions of employment can be obtained.

Payment of Salaries

- (2) An employee will be paid their salary fortnightly by direct deposit into a recognised financial institution nominated by the employee.

Ongoing Employment

- (3) An ongoing employee is an employee engaged for an indefinite period of time.
- (4) Ongoing employment may contain a reasonable probationary period provided that it is directly related to the work to be done, under conditions set out in *Clause 30 Probation* of the Agreement.

Part time Employment

- (5) An employee may be engaged part time and will be entitled to the provisions of the Agreement on a proportionate basis to an equivalent full time employee, unless otherwise provided by the Agreement.

- (6) Part time employment means ongoing or fixed-term employment where ordinary hours of work are less than those of a full time employee.
- (7) An ongoing 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:
 - a. the approval to work part time
 - b. the percentage of a full time position
 - c. the classification applying to the work
 - d. any agreed arrangements for return to full time work.but if they are not given approval the University will advise them in writing of the reasons.
- (8) Part time work arrangements may be varied by agreement in writing between an employee and their supervisor.

Fixed-Term Employment

- (9) A fixed-term employee is an employee engaged for a fixed period of time or for a defined task or project.
- (10) Fixed-term employment may contain a reasonable probationary 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 probationary period.
- (11) 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.

Fixed-Term Employees Conversion

- (12) 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 on accordance with clause 14(19). In these circumstances the employee will be eligible for accrued entitlements.
- (13) An employee on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:
 - a. the University has determined that ongoing work of the same or substantially similar duties is available within the employees work unit
 - b. the period of employment under fixed-term contracts has exceeded 3 years of continuous service
 - c. the current contract is the second or subsequent fixed-term contract for the employee
 - d. the employee was originally appointed or subsequently appointed through a competitive selection process
 - e. the conversion request must be approved by the respective Executive Dean/Director of the College or unit.

- (14) The University will advise of the outcome and the reasons where the application has been denied.
- (15) Notwithstanding anything in sub clause (13)(b) the University at its discretion may convert any fixed-term employment.

Fixed-Term Employees Severance Pay

- (16) If the University advises an employee in writing that further employment may be offered within 6 weeks of the end of fixed-term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the end of fixed-term employment.
- (17) If, in a particular case, the University obtains and the employee has accepted, an offer of comparable alternative employment, then with the agreement of the employee, the University may vary the general severance payment payable to an employee.
- (18) A fixed-term employee employed for a specific task or project of limited duration or for research only functions whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment calculated on the basis of 3 weeks pay for each completed year of continuous service if:
 - a. the employee is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
 - b. the duties continue to be required but another person has been appointed or is to be appointed.
- (19) A fixed-term employee who is not employed on one of the contracts described in sub clause (12) and whose second or subsequent contract of employment is not renewed in circumstances where the employee seeks to continue their employment will be entitled to a severance payment calculated on the basis of the payments scheduled below.

<u>Period of continuous service</u>	<u>Severance Payment</u>
0 but less than 2 years	No payment
2 years but less than 3	2 weeks
3 years and over	2 weeks for each year of completed service

- (20) No severance payments will be made if the staff member is:
 - a. a student of the University
 - b. a genuine retiree
 - c. on a pre-retirement or performance based contract; or
 - d. a temporary replacement to fill approved absences or short term vacancies which are subject to recruitment action.

Fixed-Term Employees Termination Notice

- (21) The University will provide a fixed-term employee, except an employee engaged as a replacement employee or on a pre-retirement contract or for employment subsidiary to studentship, written notice of the University's intention to renew or not to renew their contract.

(22) Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.

(23) Notice will be the greater of the notice in the employee's contract of employment or:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or more	At least 4 weeks

which will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years continuous service with the University.

- (24) If the University is not reasonably able to give the notice required by this clause because of circumstances external to the University and beyond its control relating to the provision of specific funding for the employment of the fixed-term employee, it will be sufficient compliance with this clause if the University:
- advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given
 - gives notice to the employee at the earliest practicable date thereafter.
- (25) The University is not required to give notice or pay in lieu of notice if the employee is guilty of serious misconduct, such that it would be unreasonable to require the University to continue the employment of the employee concerned during the required period of notice.

Casual Employment

- (26) 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* of the Agreement.
- (27) 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.
- (28) A casual employee is entitled to not be available to attend work or to leave work, for the reasons specified in *Schedule 5 Personal Leave*.
- (29) 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 can not 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.
- (30) If a casual employee is unavailable for work because they have carer responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.
- (31) Each casual employee will receive a written offer of employment 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.

- (32) An authorised claim for payment of a casual employee will be processed promptly when submitted in order that they may be paid on a fortnightly basis
- (33) The University will provide to all employees involved in the employment and supervision of casual employee's information on the terms of casual employment.

15. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- (1) The University will compensate an employee for damage to their personal property if the damage is caused by:
 - a. the negligence of the University, another employee, or both, in performing their duties
 - b. a defect in the University's materials or equipment; or
 - c. an employee protecting or attempting to protect the University's property from loss or damage.
- (2) This clause will not apply when an employee is entitled to compensation for the damage under the *NSW Workers' Compensation Act 1987*.

16. FLEXIBLE WORKING ARRANGEMENTS

- (1) The University is committed to the implementation of working arrangements that find the best possible match between the interests of the University and those of an individual employee.
- (2) The University recognises the possibility of work being performed in flexible working arrangements to allow an employee to balance personal and work commitments.
- (3) Flexible working arrangements are available to all employees subject to the requirements of the work unit.

17. INDIGENOUS AUSTRALIAN EMPLOYMENT

- (1) During the term of the Agreement, the University will increase the employment of Indigenous Australians and increase the development opportunities for Indigenous Australians employed by the University as part of its commitment to reconciliation with Indigenous Australians.
- (2) The University will develop and implement a UWS Indigenous Australian Employment Strategy (refer to *Schedule 9*).

18. INTELLECTUAL FREEDOM

- (1) The University recognises that intellectual freedom is an essential part of University employment and is therefore committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University, including the right of an employee:

- a. to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research
 - b. to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise or higher education issues generally
 - c. to participate in professional and representative bodies and to engage in community service without fear of harassment, intimidation or unfair treatment
 - d. to express unpopular or controversial views but this does not mean the right to harass, vilify or intimidate.
- (2) In the exercise of Intellectual freedom employees will support the University's Code of Conduct and will act in a professional and ethical manner.
 - (3) An employee will not represent their individual opinions as being those of the University.

19. INTELLECTUAL PROPERTY

- (1) In consultation with employees, the University will develop and maintain an Intellectual Property policy.
- (2) In developing and maintaining the Intellectual Property policy the University will address the issues of appropriate participation for employees in the ownership and use of intellectual property which they create, including intellectual property arising from on line teaching and learning.

20. JURY SERVICE AND WITNESSES

- (1) If an ongoing or fixed-term employee is required to attend for jury service during their ordinary working hours, they will notify the University as soon as possible of when they are required. An employee will give the University proof of their attendance and the duration of their attendance on jury service. During their absence from work, an employee's salary will be paid but the employee will refund to the University any other payment they receive for attending as a juror except for any payment for meals, accommodation and/or travelling.
- (2) An ongoing or fixed-term employee subpoenaed, summonsed or called as a witness will notify the University of their required absence from work. During this absence, an employee's salary will be paid but the employee will refund to the University any other payment they receive for attending as a witness, except a payment for meals, accommodation and/or travelling. An employee required as a witness on behalf of the University or a witness in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

21. LEAVE ENTITLEMENTS

Employee entitlements to leave will be in accordance with *Schedule 5* of this Agreement.

22. MISCONDUCT

- (1) The University may only take action against an employee for misconduct or serious misconduct under this clause.
- (2) If a matter involving misconduct has been dealt with in good faith under *Clause 38 Unsatisfactory Performance* of the Agreement it will not be necessary to follow this clause.
- (3) If the University considers there is a potential conflict of interest, the University may nominate an alternative Executive Dean/Head of School/University Executive member for the purposes of this clause.
- (4) An employee may choose to be accompanied by a work colleague or their representative to any counselling session or meeting held under this clause.
- (5) A supervisor will make all reasonable efforts to informally resolve instances of possible misconduct using discussion, guidance, counselling and/or staff development.
- (6) If a supervisor is unable to resolve instances of misconduct informally, they will refer the matter to the Executive Dean or Director for preliminary investigation.
- (7) If an allegation made against an employee involves research¹, the matter will be referred to the University member responsible for research (Research Executive member) for preliminary investigation.
- (8) If an allegation of serious misconduct is made against an employee, the matter will be referred immediately to the Executive Dean or Director for preliminary investigation.
- (9) "Serious misconduct" is:
 - a. serious misbehaviour of a kind which constitutes a serious impediment to an employee carrying out their duties or to a employee's colleagues carrying out their duties
 - b. serious dereliction of the duties required of an employee in their particular position; or
 - c. conviction by a court of an offence which constitutes a serious impediment to an employee carrying out their duties or to a employee's colleagues carrying out their duties.

¹ 'Misconduct in research' is taken to mean fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It includes the misleading ascription of authorship including the listing of authors without their permission, attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of work primarily produced by a research student/trainee or associate. It does not include honest errors or honest differences in interpretation or judgments of data. (Joint NHMRC / AV-CC Statement and Guidelines on Research Practice)

- (10) If, following a preliminary investigation, the Executive Dean, Director or Research Executive believes an allegation of misconduct or serious misconduct warrants further action, they will notify the employee in writing describing the alleged misconduct in sufficient detail to allow the employee to understand the allegation and give the employee an opportunity to respond in writing within 10 working days.

Suspension

- (11) During an investigation of alleged serious misconduct, an employee may be suspended from duty with pay if there is a possibility of a risk to the health or safety of a person; or to the security, reputation, viability or profitability of the University's business; or of interference with evidence relevant to the investigation.
- (12) During an investigation of alleged serious misconduct, an employee may be suspended from duty without pay if the alleged misconduct amounts to conduct such that it would be unreasonable to require the University to continue employment during a period of notice, provided that:
- a. if suspension without pay occurs at a time when the employee is on paid leave, they will continue to be paid for the period of leave
 - b. during suspension an employee may engage in paid employment outside the University or take any annual leave or long service leave.
- (13) If an employee has been suspended without pay, the University will do everything that is practically possible to expedite the procedures in this clause.
- (14) During a period of suspension from duty, an employee may be excluded from the University except for reasonable access to prepare their case and collect personal property.
- (15) Where an employee has been suspended without pay and after investigation the allegations are not sustained, any lost income will be reimbursed.

Response to Allegation

- (16) If an employee denies allegations of misconduct or serious misconduct and the Executive Dean, Director or Research Executive member decides that there has been no misconduct or serious misconduct then they will advise the employee of this decision in writing within 10 working days of receiving the employee's denial.
- (17) If an employee denies allegations of misconduct or serious misconduct and the Executive Dean, Director or Research Executive member decides that there has been no misconduct but that the employee's conduct has been unsatisfactory, the Executive Dean, Director or Research Executive member may counsel the employee within 10 working days of receiving the employee's denial and take no further action.
- (18) If the employee admits that all of the allegations of misconduct or serious misconduct are true, then the matter will be referred to the University Executive member responsible for employment (Employment Executive member) who within 10 working days of the admission will:

- a. issue a formal written warning that any repetition of misconduct will result in demotion or termination of employment
 - b. demote the employee by one or more salary levels or increments and/or issue a formal written warning that further instances of misconduct may result in further demotion or termination of employment; or
 - c. in the case of serious misconduct only, recommend to the Vice Chancellor to terminate the employment of the employee with notice in accordance with this clause.
- (19) If an employee denies allegations of misconduct or serious misconduct in part or in full *or* does not respond to the allegations but the Executive Dean, Director or Research Executive member believes that there has been misconduct or serious misconduct, then they will refer the matter to the Employment Executive member. The Employment Executive member will within 10 working days of the denial advise the employee in writing that the matter will be referred to a Misconduct Committee unless the employee elects within 5 days of receipt of the advice to have the matter formally investigated.

Formal Investigation

- (20) A formal investigation will:
- a. provide the employee with an opportunity to be interviewed
 - b. interview any person to establish the facts and any mitigating circumstances
 - c. consult any persons nominated by the employee
 - d. take into account any information relevant to the matter
 - e. give adequate opportunity to the employee or their representative to respond to the allegations and/or make submissions and/or challenge any evidence.
- (21) In a case involving an allegation of misconduct in research, the Research Executive member will nominate who should investigate the matter.
- (22) If, following a formal investigation of misconduct or serious misconduct, the Employment Executive member decides there has been no misconduct or serious misconduct then they will advise the employee of this decision in writing within 10 working days of the completion of the investigation and provide them with a copy of any investigation report and may, with the agreement of the employee, publish the advice in an appropriate manner.

Misconduct Committee

- (23) Where a matter is referred to a Misconduct Investigation Committee, the Committee shall be convened within 15 working days where possible. The Misconduct Investigation Committee shall consist of 3 members as follows:
- a. an employee of the University nominated by the University and;
 - b. a trained employee of the University who is nominated by the affected employee and who is drawn from a pool of employees selected through an expression of interest process determined by the staff-elected representatives of the Implementation Committee; and
 - c. an independent Chair selected by the Vice-Chancellor from a pool of Chairs. Chairs appointed under this clause shall have relevant experience and be independent.
- In instances of misconduct in research, the nominees do not have to be employees of the University.

- (24) The terms of reference of a Misconduct Committee will be to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- (25) A Misconduct Committee will:
- a. provide an opportunity for the employee to be interviewed and make submissions and present and challenge evidence regarding the allegations, including asking questions of anyone interviewed by the Committee
 - b. interview any person to establish the facts and any mitigating circumstances
 - c. conduct all interviews in the presence of the employee except in cases of alleged harassment, bullying or intimidation of a person, in which case that person may be interviewed by video
 - d. allow the employee and the University to choose to be assisted by an employee of the University or their representative
 - e. conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness
 - f. take into account any other information relevant to the matter
 - g. keep a record of proceedings
 - h. provide a written report to the Employment Executive member with a copy to the employee as soon as possible following the conclusion of the proceedings.

Determination

- (26) The employee will be given 5 working days to respond to the report of the formal investigation or Misconduct Committee.
- (27) Having considered the report of the formal investigation or Misconduct Committee and the response of the employee and any mitigating circumstances, the Employment Executive member may within 10 working days:
- a. decide there has been no misconduct or serious misconduct and immediately advise the employee in writing and may, by agreement with the employee, publish the decision in an appropriate manner.
 - b. decide there has been misconduct or serious misconduct, and
 - i. formally censure and/or counsel the employee; this may include issuing a formal written warning that if further instances of misconduct occur further action may be taken
 - ii. demote the employee by one or more classification levels or increments; this may include issuing a formal written warning that if further instances of misconduct occur further action may be taken
 - iii. recommend to the Vice-Chancellor the termination of the employment of the employee, provided that a decision to terminate the employment of the employee can only be made in instances of serious misconduct.
- (28) If a recommendation has been made to the Vice-Chancellor to terminate the employment of an employee for serious misconduct, the Vice-Chancellor on consideration of the matter may within 10 working days:
- a. refer the matter back to the Employment Executive member for other action; or
 - b. terminate the employment of the employee.

- (29) This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of a employee or former employee when required in the public interest.
- (30) Where a decision to take action has been made in accordance with this clause no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.
- (31) Nothing in this clause prevents or affects the procedures for the termination of employment of an employee on probation under *Clause 31 Probation* of the Agreement.

Notice of Termination of Employment

- (32) If the University terminates the employment of an employee for serious misconduct, the following formal notice of termination will be given to the employee:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years completed service	4 weeks

or such greater notice as is provided for under the employee's contract of employment.

- (33) In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years' continuous service with the University will receive an additional one week of notice.
- (34) The University may terminate without notice the employment of an employee found to have engaged in conduct of a kind envisaged in Section 661(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a notice period.

23. NOTICE ON RESIGNATION

- (1) An employee who wishes to resign must give the University at least 2 weeks notice unless the employee and the University agree otherwise. On resignation or termination of employment for any reason, the University will be entitled to deduct money owed by the employee as an employee to the University from any money owed by the University to the employee as an employee, except for money owed in lieu of annual leave.
- (2) Termination of employment will occur as provided in this Agreement.

24. OCCUPATIONAL HEALTH AND SAFETY AND FIRST AID

- (1) The University recognises its obligations under the *NSW Occupational Health and Safety Act 2000* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this.

- (2) Where an employee is required to implement and monitor occupational health and safety compliance within their designated work area, these functions will be included in their position statement.
- (3) The responsibilities of elected occupational health and safety representatives will be taken into account by their supervisor when determining their workloads.
- (4) The University will provide and maintain first aid facilities and appoint employees to be responsible for the maintenance of first aid facilities, injury records and the provision of first aid to other employees and/or students. These employees will be paid an allowance at the rate specified under *Schedule 3* of the Agreement during the period of appointment, provided that they possess a current WorkCover accredited first aid qualification.

25. ORGANISATIONAL CHANGE

- (1) Security of employment is important for the University to function effectively and achieve its strategic goals and enhance quality. However, the parties to the Agreement recognise that change is a normal activity within the operational context of the University. The following processes shall be adopted when significant change is being proposed by the University.
- (2) Significant change may involve outcomes of the same level of consequence as, but not limited to, termination of employment (including redundancy); changes to the composition or size of the workforce; closure of a University work unit/s; significant changes to work practices, core duties and times and/or hours of operation of employees' work units; relocating employees to another campus; and a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).
- (3) For successful implementation of organisational change there needs to be consultation. Consultation means:
 - a. the sharing of relevant information with employees, and where chosen, their representative.
 - b. that employees be given the opportunity to express their views and to contribute in a timely fashion
 - c. that the views of the employees are valued and taken into account by the University.
- (4) The University will consult employees directly affected by proposed organisational change, including those on leave or secondment. Employees are directly affected if the change is likely to have a significant impact on their work practices, working conditions or employment prospects.
- (5) Employees directly affected, may choose to have the advice, representation and support of their representative during consultation.
- (6) The University will develop a written change proposal, using the template in *Schedule 8*, if there is more than one ongoing or fixed-term employee directly affected by proposed organisational change.
- (7) The University may talk to employees about issues that might lead to the change before developing a change proposal.

- (8) If a change proposal involves a reduction in the number of ongoing employees, the University will seek to use the following measures to mitigate any negative consequences for employees directly affected:
- a. natural attrition
 - b. voluntary conversion to a reduced employment fraction for a fixed period or on a continuing basis
 - c. voluntary transfer to another work unit
 - d. secondment
 - e. pre-retirement contracts
 - f. voluntary swaps of positions
 - g. voluntary leave without pay
 - h. taking of long service leave.
- Retrenchment will be used as a last resort after the University has explored the above options with the employees directly affected.
- (9) A change proposal will be sent to all employees directly affected, including those on leave or secondment, allowing at least 2 weeks for feedback.
- (10) As soon as practicable after the release of a change proposal, the University will consult with all employees directly affected, and where chosen, their representative. Where possible, consultation will be in the form of face to face meetings.
- (11) Following consultation, and taking into account feedback from employees directly affected, the University will finalise the change proposal.
- (12) The University will distribute the final change proposal to all employees directly affected before implementing the proposal.

Restructuring

- (13) Where the University undertakes restructuring, the sub-clauses (14) to (22) of this clause will be followed.
- (14) If a work unit is restructured and there are the same or fewer numbers of affected ongoing employees as there are substantially the same positions in the new structure, affected ongoing employees will be placed in these positions.
- (15) If a work unit is restructured and there are more affected ongoing employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in redundancy from affected ongoing employees.
- (16) Within 20 working days of receiving an expression of interest in redundancy from an employee, the University will advise an employee in writing whether or not it is willing to offer them redundancy.
- (17) If voluntary redundancy is offered to an employee who expresses interest then the conditions under Redundancy in *Clause 33 Redeployment and Redundancy* of the Agreement will apply.
- (18) If after calling for expressions of interest in redundancy there are still more affected ongoing employees than there are substantially the same positions in

the new structure, the University will fill the positions as a result of merit based selection from among the group of affected ongoing employees.

- (19) An affected ongoing employee who is not placed will become an eligible employee.
- (20) The University may place an eligible employee in a new or vacant position in the new structure if the position is suitable. A suitable position is one for which the employee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in salary to the employee's previous position.
- (21) If an eligible employee agrees, the University may place them in a new or vacant position at a lower level in the new structure and they will have their salary maintained at the level of their previous position for 12 months, after which it will be reduced to the maximum salary step of the new or vacant position.
- (22) If there are 2 or more eligible employees being considered for placement in a suitable new or vacant position in the new structure, merit based selection will be followed to decide who will be placed.
- (23) An eligible employee who is not placed will become a displaced employee and the conditions in *Clause 33 Redeployment and Redundancy* of the Agreement will apply.

Relocation

- (24) If following the restructuring of their work unit an ongoing or fixed-term employee is placed in a position in the new structure at a different location from their previous position and this would mean an unreasonable increase in the travel to work or travel costs or an unreasonable impact on family responsibilities, then the University will consider any or all of the following relocation options if practicable:
 - a. voluntary swap with another employee in a similar position at a different location if the University agrees
 - b. flexible work practices such as working at the new location for an agreed number of days per week
 - c. working for a trial period in the new location with a review at the end of the trial period
 - d. telecommuting for a trial period from another location with a review at the end of the trial period
 - e. combination of working in the new location and telecommuting from another location with a review at the end of the trial period
 - f. other options suggested by the employee, where chosen, their representative and the University.
- (25) Relocation options, other than a voluntary swap of positions, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the employee, then the affected employee will become a displaced employee.

26. PAY AND CAREER EQUITY

- (1) The University is committed to the provision of equal employment opportunity in career opportunities and to properly valuing the skills and experiences of women and other EEO groups.
- (2) The University will report annually to all staff on the average pay levels of male and female employees at each classification level and outcomes of position reclassifications.
- (3) The University will implement and monitor procedures and strategies to overcome any obstacles to career opportunities for women and other EEO target groups and report annually on progress to staff.
- (4) The University will work towards achieving gender balance on University Committees and in activities relating to University governance and will report annually on progress to the Implementation Committee.

27. PAY RATES

- (1) Salaries will be increased by:
 - a. 1 per cent from the first full pay period after 31 October 2006;
 - b. 4 per cent from the first full pay period after 1 January 2007;
 - c. 3 per cent from the first full pay period after 31 March 2008.
- (2) *Schedule 1* of the Agreement sets out the salaries for employees engaged full time in Levels A to E on certification and during the term of the Agreement, including the increases provided for by the Agreement.
- (3) *Schedule 2* of the Agreement sets out the rates of pay for casual employees.
- (4) An employee will be entitled to progress by annual increments to the top of the relevant salary level in *Schedule 1* of the Agreement, unless the increment is withheld in accordance with *Clause 38 Unsatisfactory Performance* or *Clause 22 Misconduct* of the Agreement.

28. PERFORMANCE PLANNING AND REVIEW

- (1) All ongoing employees and all employees employed on fixed-term for 12 months or more will participate in the University's Academic Performance Planning and Review scheme.
- (2) An employee who does not participate in the Academic Performance Planning and Review scheme cannot be confirmed for appointment during a probationary period, be promoted, or receive salary increments or 'recruitment and retention' loadings.
- (3) The Academic Performance Planning and Review process will:
 - a. cover all aspects of an employee's workload agreement
 - b. provide an employee with an opportunity to document and discuss their achievements and identify any factors that may facilitate their development
 - c. assist an employee to be fully aware of their responsibilities and duties and the effect that these have on the University's operations

- d. provide a basis for further professional development of the employee
 - e. provide positive feedback and encouragement on performance where appropriate and provide guidance and feedback to an employee where performance is assessed as requiring improvement.
- (4) An employee will meet their supervisor at least annually to discuss the employee's past performance and future development plans. The employee will be encouraged to provide relevant information on their performance.

Evaluation of Teaching

- (5) As part of the Academic Performance Planning and Review process, all employees will be required to undertake annual evaluation of their teaching, the units in which they teach and their research supervision.
- (6) 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, and discuss them with, the supervisor at the time of the Academic Performance 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.
- (7) Student evaluations and the employee's reflections on these evaluations, and plans to address areas needing development, will be incorporated into the Academic Performance Planning and Review process
- (8) Evaluation of teaching performance must be considered in the context of the teaching and learning environment. Student evaluation on its own cannot be used as a measure of teaching performance.

Review

- (9) An employee must be given the opportunity to read, comment on and sign the annual Academic Performance Planning and Review Report prepared by the supervisor. The details of this reporting process are contained within *Schedule 6* of this Agreement.
- (10) The Academic Performance Planning and Review process for an employee who has a probationary appointment will link with the process for probationary appointments in accordance with *Clause 30 Probation* of the Agreement.
- (11) Where the supervisor is of the view that the performance of an employee is not satisfactory, the supervisor will consult the Head of School (where not the supervisor) and the Executive Dean of College or equivalent, and the matter will be dealt with in accordance with *Clause 38 Unsatisfactory Performance* of the Agreement.

29. PERSONAL REPORTS

No adverse report against an employee will be placed on their personal file unless they have first had the opportunity to answer the report, and that answer is filed at the same time with the adverse report. An employee may inspect their personal file and copy any documents from that file.

30. PROBATION

- (1) An ongoing employee or a fixed-term employee on a contract for more than a year may be engaged subject to probation.
- (2) Probation will normally be for an initial period of not more than 12 months. Where concerns about an employee's performance are identified, the initial period of probation may be extended by the University for a further period provided that the total period is not more than 2 years.
- (3) A probationary employee will participate with their supervisor in performance planning and review to assist them to meet the requirements for ongoing appointment. Throughout the probationary period, the supervisor must inform the employee in writing of any impediments to the continuation of the employee's employment when such impediments become apparent.
- (4) Soon after the employee commences the supervisor will undertake a planning discussion with the employee to clarify and agree with the employee the duties, expectations and goals associated with the appointment and to identify the employee's support and development needs.
- (5) The supervisor will advise the employee of the requirements in relation to evaluation of teaching during probation.
- (6) The discussion will be documented with copies retained by the employee and the supervisor.

Midpoint Review

- (7) 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:
 - a. performance and overall merit relative to the position classification standard of that level
 - b. the University's standards of conduct
 - c. progress toward the meeting of any special conditions in the letter of appointment.
- (8) 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.
- (9) The supervisor will prepare a report on the midpoint 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 Executive Dean for assessment and endorsement.

Final Review

- (10) Before 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.

- (11) Following the final review meeting the supervisor will provide a probation review report to the Executive Dean recommending that an employee's employment should be confirmed, terminated or probation extended for further period to enable concerns identified in the report to be addressed.
- (12) An Executive Dean may decide to:
 - a. confirm employment
 - b. extend probation for a further period
 - c. recommend termination of employment to the University Executive member responsible for academic matters (the Academic Executive).
- (13) If probation is extended, there will be another review and report by the employee's supervisor before 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.
- (14) An Executive Dean will advise an employee in writing of a decision to recommend termination of employment to the Academic Executive. The employee will have 5 working days from the receipt of the advice to make a written request to the Academic Executive for a review of their probation process. Upon receipt of the request, the Academic Executive will arrange for a review to be conducted by a senior academic of the University from outside of the employee's College or Division. The reviewer will report to the Academic Executive on the procedural and substantive aspects of the employee's probation, taking into account the recommendation of the Executive Dean together with any written response from the employee.
- (15) If the employment of an employee on probation is to be terminated the employee will be given the following notice of termination:
 - a. 6 months notice for an ongoing employee or for a fixed-term employee engaged for a period of 4 years or more
 - b. 3 months notice for a fixed-term employee engaged for a period of less than 4 years.
- (16) Notwithstanding any other provision of the Agreement, the employment of an employee on probation may be terminated by the University at any time for serious misconduct, with the employee being given an opportunity to respond to any allegations before a decision to terminate is made.

31. PROFESSIONAL DEVELOPMENT

The University is committed to providing support and professional development opportunities for all academic employees. An academic employee may apply to their academic supervisor for support in career development activities. The University will provide funding to support approved activity. The University will consider a range of factors in relation to any career development request by an academic employee, including:

- a. the employee's period of employment at the University
- b. whether the employee is enrolled as a student or is primarily employed by an organisation external to the University
- c. the relevance of the activity to the employee's discipline or academic career development.

32. PUBLIC HOLIDAYS

An employee, other than a casual employee, will be entitled to the following paid holidays:

New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; any other day or days gazetted, proclaimed or substituted as Public Holidays for the State of New South Wales that apply to the Greater Western Sydney regional area; and a day between Christmas Day and New Year's Day in lieu of the Bank Holiday.

33. REDEPLOYMENT AND REDUNDANCY

Displaced Employees

- (1) A displaced academic employee is an academic employee who cannot be gainfully employed in the position in which they were engaged, due to factors including:
 - a. the restructuring of an organisational unit
 - b. changes in technology or work practices
 - c. a decline in student demand or discontinuation of academic programs that affects the amount of work available in an area
 - d. the discontinuation of, or a reduction in, funding; or
 - e. the relocation of a position, which would result in an unreasonable increase in travel to work or travel costs or an unreasonable impact on the academic employee's family responsibilities.
- (2) The University will advise an employee in writing if they are displaced, giving them details of their redundancy payment including taxation, together with their annual leave and long service leave entitlements.
- (3) The University will discuss with a displaced employee the options to elect to be considered for redeployment or to elect redundancy.
- (4) The University will provide the following support to displaced employees:
 - a. professional assistance in applying for positions, interview techniques and career planning
 - b. professional counselling
 - c. job search and career transition management services.
- (5) If the University proposes transferring an employee from the University to another employer, the following conditions will apply:
 - a. no employee will be forced to transfer to another employer.
 - b. if an employee wishes to remain with the University, *Clause 41 Redeployment and Redundancy* of the Agreement will apply
 - c. if an employee wishes to move to an outside organisation the University will facilitate the move on a short term trial or secondment. The University will maintain the employee's conditions of employment as per the Agreement, during the period of the short term trial or secondment. The employee will have access to the Redundancy provisions of the Agreement following the conclusion of the short term trial or secondment.

Redundancy

- (6) Within 10 working days of receiving advice that they are displaced, an employee will advise the University whether they elect redundancy.

- (7) An employee who elects redundancy should seek independent advice on taxation and superannuation.
- (8) A displaced employee who elects redundancy will be entitled to:
 - a. payment equal to 20 weeks salary
 - b. payment equal to 3 weeks salary for each completed year of service of continuous service to a maximum of 60 weeks salary, or
 - c. where the employee is displaced as a result of outsourcing, payment equal to 4 weeks at their base rate of pay for each completed year of continuous service to a maximum of 60 weeks at their base rate of pay.
- (9) A displaced employee who elects redundancy will cease to be employed 10 working days after advising the University of their election or at another date agreed between the employee and the University.

Redeployment

- (10) Within 10 working days of receiving advice that they are displaced, an employee may elect in writing to be considered for redeployment. Their election must include a curriculum vitae to assist in the redeployment process.
- (11) For 12 weeks from the date that a displaced employee elects to be redeployed, the University will try to identify a suitable position for redeployment (the redeployment period). A longer redeployment period may be agreed to by the University.
- (12) A displaced employee who elects redeployment and who:
 - a. Is displaced through a decision by the University to outsource the work; and
 - b. Is aged 45 years or over, or has in excess of 15 years continuous service with the University,shall be entitled to an extra 4 week period of redeployment.
- (13) During the redeployment period a displaced employee may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training. They will be given reasonable paid time off work to attend job interviews or other job search activities.
- (14) A displaced employee who elects redeployment must not refuse a reasonable offer of redeployment or training. This does not mean that the employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.
- (15) The University will keep a register of displaced employees and examine all vacant positions before advertising to determine whether there is a displaced employee suitable for appointment.
- (16) A displaced employee who has elected redeployment and who has the essential skills and qualifications to fill a suitable vacant position takes precedence over other persons in appointment to that position.

- (17) If there is more than one displaced employee being considered for a position, the University will decide which one best meets the position requirements based on their skills, qualifications and experience.
- (18) A displaced employee who accepts redeployment to a position at a lower salary level is entitled to maintenance of their previous salary level for a period of 12 months. At the end of this period their salary will be reduced to the maximum salary step of the new position.
- (19) A displaced employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.
- (20) The University is committed to providing reasonable time and resources for retraining. The length of time for retraining which may be approved is the equivalent of full time study for up to 12 months or such other period of time agreed between the employee and the University.

Retrenchment

- (21) A displaced academic employee will only be retrenched if their employment is not sustainable for reasons including, but not limited to:
 - a. a pattern of decline in student demand over 2 or more semesters in their discipline despite reasonable efforts to address the problem
 - b. the University discontinues courses and/or units where student enrolment patterns cannot reasonably justify the continued offering of those courses and/or units either in their own right or at multi-locations and the employee cannot be reasonably relocated or redeployed into other academic duties
 - c. the existing student/employee ratios in a discipline are well below the University norm/average and maintenance of those ratios cannot reasonably be justified despite reasonable efforts to address the problem
 - d. the funding of positions supported by research or other Department of Education, Science and Training funding ceases or declines despite reasonable efforts to maintain it or seek alternative funding.
- (22) A displaced academic employee will only be retrenched in circumstances including, but not limited to:
 - a. absence of other ongoing teaching, including teaching performed by casual academic employees or fixed-term academic employees near the end of their contract period, for which the employee is qualified, willing and able to teach and which would constitute a work load equivalent to the employee's existing full or part time workload
 - b. where after consultation with the employee and consideration of the feasibility of appropriate training to facilitate redeployment, the University is of the view that the employee cannot reasonably be redeployed to an area where there are vacancies
 - c. the employee has declined an offer of redundancy.
- (23) If at the end of the redeployment period or period of retraining, a displaced employee who has elected redeployment is not redeployed, they will be retrenched and will be entitled to:
 - a. payment equal to 8 weeks salary; and
 - b. payment equal to 3 weeks salary for each completed year of continuous service up to a maximum of 60 weeks.

- (24) If a retrenched employee, as described in sub clause (23) above is displaced as a result of outsourcing, the following entitlements shall apply in lieu of the entitlements described in sub clause (23) above:
- a. payment equal to 8 weeks salary. This payment shall be increased to payment equal to 10 weeks salary if the employee is aged 45 years or older, or has in excess of 15 years continuous service with the University;
 - b. payment equal to 4 weeks salary for each completed year of continuous service up to a maximum of 60 weeks.

Funding for Redeployment, Redundancy and Retrenchment

- (25) The funding for retraining, redundancy and retrenchment will be from a central University fund.
- (26) On redeployment, the salary and oncosts will not be borne by the employee's new operational unit for the first 6 months.

34. SALARY PACKAGING

- (1) The University and an ongoing or fixed-term employee may agree to salary packaging which means that the University will reduce the employee's salary under the Agreement and in lieu will pay for any of the following benefits:
- a. superannuation, subject to the rules of the relevant Superannuation fund
 - b. child care for the employee's dependants, where childcare is being provided by the University, in a University owned or managed facility, or in another work-based facility
- subject to rulings from the Australian Taxation Office that the payment for the benefits by the University does not attract fringe benefit or any other form of tax penalty.
- (2) The University may include additional benefits in salary packaging, provided that:
- a. this will result in no cost to the University and, if necessary, be supplemented by an administration fee charged to the employee
 - b. the University will not incur any liability for benefits entered into under this sub clause
 - c. no laws, including all taxation laws and regulations, are breached
 - d. the University may outsource administration of any additional benefit to an external provider.
- (3) If an employee elects to receive a benefit under this clause, any award and contract of employment applicable to the employee and the University is varied as necessary so as to give effect to this clause. The employee will enter a written agreement which sets out the terms and conditions of their salary packaging.
- (4) If an agreement is made between an employee and the University under this clause, any other payment calculated by reference to the employee's salary and payable during employment, or on termination of employment will be calculated by reference to the employee's salary and not to the reduced amount under salary packaging.
- (5) An agreement under this clause will terminate if the employee gives 8 weeks notice of an intention to withdraw from salary packaging.

35. SUPERANNUATION

The University agrees that for the term of the Agreement it will maintain the current arrangements for superannuation relating to access to Superannuation Schemes and contribution rates, as per the relevant Trust Deeds that are in effect at the date of lodgement of the Agreement to the extent permissible by relevant legislation.

36. SUPERVISION

- (1) The University will nominate a supervisor for each employee who will provide leadership and support to an employee and guidance and feedback on performance and career development.
- (2) 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 who is at Level C or above who will normally be in the same organisational unit as the employee to act as supervisor.
- (3) The University will provide all supervisors with management training including training in the relevant provisions of the Agreement.

37. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

- (1) If an ongoing or fixed-term employee's capacity to perform the duties of their office is in doubt because of ill health, the University may give them at least 2 months notice in writing to have a medical examination by a medical practitioner chosen by the University and at the expense of the University.
- (2) If before the medical examination the employee applies to their superannuation fund for ill-health retirement or temporary disability, they will not be required to have the medical examination.
- (3) If the University disputes a decision of a superannuation fund that an employee in receipt of a temporary disability benefit is capable of resuming work, the University may proceed in accordance with this clause.
- (4) A copy of a medical report made by the medical practitioner chosen by the University will be made available to the University and to the employee.
- (5) If a medical report states that an employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period of not less than 12 months, the University may terminate the employment of the employee in accordance with the notice required by the employee's letter of appointment or, if no notice is specified, a period of 6 months.
- (6) Within 14 days of a medical report being made available an employee, or, where chosen, a person acting on their behalf, may request the University not to terminate the employment of the employee until the findings of the medical report are confirmed or not by an occupational physician. If a request has been made the University will not terminate the employment of the employee unless and until the findings have been confirmed by an occupational physician. The occupational physician must be a registered member of the

Australasian Faculty of Occupational Medicine and be agreed between the employee, or, where chosen, a person acting on their behalf, and the University. The occupational physician will be provided with a report from both the employee's practitioner and the practitioner who made the medical report for the University, before making their own assessment report.

- (7) In making an assessment as to whether or not an employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, a medical practitioner or occupational physician will as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- (8) If an employee, except an employee who has applied to their superannuation fund for ill health retirement for temporary disability, does not have a medical examination within 3 months of a written notification by the University to do so, the University may terminate the employment of the employee, provided that the employee may ask for a review by an occupational physician. If the employee asks for a review by an occupational physician the University will not terminate the employment of the employee unless and until the occupational physician determines that the employee is unable to resume their duties and is unlikely to be able to fulfil them within a reasonable period of not less than 12 months.
- (9) Failure by an employee to comply with the requirements of this clause will not constitute misconduct and will not be subject to misconduct or serious misconduct procedures.
- (10) Before terminating the employment of an employee, the University may offer the employee the opportunity to resign.
- (11) These provisions will not displace or override the *NSW Workers Compensation Act 1987*.
- (12) This clause does not replace or undermine the University's obligation under the *Disability Discrimination Act 1992*.

38. UNSATISFACTORY PERFORMANCE

- (1) Unsatisfactory performance means performance of an employee's allocated duties at a standard less than is reasonable, considering the level and duties of the position and taking into account any factors which may impede the employee performing their duties at a satisfactory level.
- (2) If a matter involving unsatisfactory performance has been dealt with under *Clause 22 Misconduct* of the Agreement it will not be necessary to follow the procedures set out under this clause.
- (3) An employee may choose to be accompanied by a work colleague or their representative to any counselling session or meeting held under this clause.
- (4) A supervisor will make all reasonable efforts to resolve instances of unsatisfactory performance informally using discussion, guidance, counselling and/or staff development including directing the employee to undertake a program to assist in improving performance. A supervisor must give an

employee an opportunity to respond to any concerns about the employee's performance.

- (5) If a supervisor is unable to informally resolve instances of unsatisfactory performance the supervisor will formally interview the employee (the first formal interview), giving the employee an opportunity to respond.
- (6) A record of the first formal interview with the supervisor will be made and given to the employee together with a document setting out:
 - a. the nature of the unsatisfactory performance
 - b. the specific areas that require improvement
 - c. the specific performance standard that is expected and how improvement will be measured
 - d. any support to be provided to assist the employee to reach the specific performance standard
 - e. the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met
 - f. the consequences of continued unsatisfactory performance.

The employee may also have their comments recorded and placed on file. The documents will be removed from the file if the employee's performance improves to a satisfactory level within, or by the end of, the review period.

- (7) Before the commencement of the review period, an employee may request that the Executive Dean or Director determine whether the specific performance standard that is expected is reasonable.
- (8) If after the review period the supervisor determines that the specific performance standard identified in the first formal interview has been reached, the supervisor will advise the employee in writing.
- (9) If after the review period the supervisor determines that specific performance standard identified in the first formal interview has not been reached, the supervisor will make a written report to the Executive Dean or the Director describing the unsatisfactory performance and the record of attempts to remedy it. A copy of the report will be given to the employee who, within 10 working days, may respond in writing to the Executive Dean or the Director.
- (10) The Executive Dean or the Director, upon receipt of the supervisor's report and any response from the employee, will determine whether the process under this clause has been followed. If the process has not been followed the supervisor will recommence the process. If the process has been followed, then the Executive Dean or the Director will formally interview the employee (the second formal interview), giving the employee an opportunity to respond.
- (11) A record of the second formal interview with the Executive Dean or the Director will be made and given to the employee, together with a document setting out:
 - a. the nature of the unsatisfactory performance
 - b. the specific areas that require improvement
 - c. the specific performance standard that is expected and how improvement will be measured
 - d. any support to be provided to assist the employee to reach the specific performance standard

- e. the length of the second review period, which will provide a reasonable opportunity for the specific performance standard to be met
 - f. the consequences of continued unsatisfactory performance.
- The employee may have their comments recorded and placed on file.
- (12) If after the second review period the Executive Dean or Director determines that the specific performance standard identified in the second formal interview has been reached, the Executive Dean or Director will advise the employee in writing.
 - (13) If the unsatisfactory performance continues to persist after the second review period, the Executive Dean or the Director will conduct a final formal interview with the employee, describing the nature of the unsatisfactory performance and give the employee an opportunity to respond. A record of the final formal interview with the Executive Dean or the Director will be made and given to the employee and the employee may have their comments recorded and placed on file.
 - (14) Following the final formal interview the Executive Dean or the Director will provide a report to the University Executive member (responsible for employment) recommending disciplinary action.
 - (15) Following consideration of the report (including comments recorded from the employee), the Executive member may then:
 - a. take no further action
 - b. refer the matter back to the Dean and Supervisor to ensure that the disciplinary processes contained in Clause 38 have been complied with in substance and in a manner appropriate to the circumstances; or
 - c. recommend to the Vice-Chancellor disciplinary action, which is not limited to; however, may include the removal of duties and/or responsibilities for which they are paid an allowance, demotion by one or more salary levels or increments, or termination of employment.
 - (16) The Executive member will advise the employee in writing of their recommendation in relation to disciplinary action. Following receipt of the Executive member's advice, the employee has 5 working days to submit, in writing, a request for a review of the process leading to the Executive member's recommendation.
 - (17) If the Executive member receives from the employee, within 5 working days, a written request for a review of a recommendation to demote or terminate the employment of the employee, the Executive member will refer the matter to an Unsatisfactory Performance Review Committee (the Review Committee).

Unsatisfactory Performance Review Committee

- (18) The Review Committee will be convened within 15 working days where practicable and will comprise:
 - a. an employee of the University nominated by the University
 - b. a trained employee of the University who is nominated by the affected employee and who is drawn from a pool of employees selected through an expression of interest process determined by the staff-elected representatives of the Implementation Committee; and

- c. an independent Chair selected by the Vice-Chancellor from a pool of Chairs. Chairs appointed under this clause shall have relevant experience and be independent.
- (19) The terms of reference of the Review Committee will be to report on whether the process set out in this clause has been followed.
- (20) A Review Committee will:
- a. provide an opportunity for the employee to be interviewed by it
 - b. interview any person to establish the facts as to whether the procedures referred to in this clause were followed
 - c. conduct all interviews in the presence of the employee or, where requested, the employee's representative and the University's representative
 - d. allow the employee and the University to choose to be assisted by an employee of the University or their representative
 - e. conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness
 - f. ensure that the employee or, where requested, their representative and the University or, where requested, their representative have the right to ask questions of interviewees and to make submissions
 - g. keep a record of proceedings
 - h. provide a written report to the Vice Chancellor with a copy to the employee as soon as possible following the conclusion of the proceedings.

The employee will be given 5 working days to respond to the report of the Review Committee.

- (21) Having considered the report of the Review Committee and any response from the employee, the Vice-Chancellor may then decide to:
- a. take no further action and advise the employee in writing and may, with their agreement, publish the advice in an appropriate manner
 - b. take action to remedy any procedural problem
 - c. take action to formally censure or counsel the employee or demote by one or more classification levels or increments, or terminate employment.
- (22) Where a decision to take action has been made in accordance with this clause no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.
- (23) Nothing in this clause prevents the termination of employment of an employee under *Clause 30 Probation* of the Agreement.
- (24) Nothing in this clause prevents the Vice-Chancellor or the Executive member referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

Notice of Termination of Employment

- (25) If the University terminates the employment of an employee for unsatisfactory performance, the following formal notice of termination will be given to the employee:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years completed service	4 weeks

or such greater notice as is provided for under the employee's contract of employment. In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years' continuous service with the University will receive an additional one week of notice.

39. WORKLOADS

- (1) This clause describes how workload is determined for all ongoing and fixed-term employees in Colleges and Schools except for Executive Deans.
- (2) An employee engaged full time is required to work 1725 hours per annum, or pro rata for an employee engaged part time. These hours are outside annual leave and public holiday entitlements provided by the Agreement.
- (3) Each employee's workload will be in an annual written workload agreement which will be negotiated between the employee and their supervisor in accordance with the terms of the College policy, *Schedule 7* of this Agreement and this clause. It must include an annual leave plan for the employee.
- (4) If an academic employee is located in other areas of the University, the relevant Director will be responsible for ensuring that appropriate workloads are established for those employees, consistent with their position requirements and professional responsibilities and the principles in this clause.

Principles

- (5) The Executive Dean of the College is responsible for ensuring that workload procedures are established for the College in accordance with this clause.
- (6) The procedures for allocating workloads will be developed and adapted to the needs and resources of individual academic units, and must:
 - a. ensure that workloads are reasonable and equitable
 - b. be consistent with the strategic plans and academic mission of the employee's academic unit
 - c. take into account the nature of work undertaken in previous workload agreements
 - d. provide for a balance between the employee's goals and aspirations and the goals, needs and commitments of the academic unit
 - e. take into account class sizes
 - f. allow for individual agreements to be varied during the year, by agreement between the employee and the supervisor, where circumstances change
 - g. provide a reasonable basis for determining comparison of workload quantum and content, taking into account factors which impact on the complexity, intensity and level of the workload element.

- (7) There will be published, open and accessible procedures in relation to the allocation of workloads and each supervisor and employee will comply with the Agreement.
- (8) The content of each employee's annual agreement will be used (amongst other things) as input to the Performance Planning and Review process in relation to that employee.
- (9) There will be an equitable distribution of workloads amongst employees and flexibility in the proportion of time allocated to the wide range of academic work.
- (10) The content of an employee's workload agreement may make provision for student consultation.
- (11) All employees will have a right to negotiate some research duties as part of their workloads; however, where an employees has had opportunities to produce research outcomes and, over a period of time (eg the previous 3 years), without good reason, have consistently not produced evidence of reasonable productive engagement in research consistent with the expected outcomes for their academic level, discipline and personal career plans, their entire workload may be allocated to activities other than research. The Academic Performance Planning and Review process is the ongoing reference point for expected research outcomes.
- (12) 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.
- (13) An employee who is currently enrolled for a research higher degree may be allocated, within their workload agreement, a proportion of time to undertake such studies, provided that their research higher degree supervisor certifies that adequate progress has been made.

Additional Work

- (14) An employee may undertake work in addition to that outlined in their workload agreement, provided that the additional work does not interfere with their ability to undertake the work contained in their workload agreement and does not conflict with their obligations to the University.
- (15) Any additional work an employee proposes to undertake will be discussed where possible with their supervisor at the time of negotiation of their workload agreement and is subject to approval by the relevant Executive Dean.

Employee Responsibilities

- (16) All employees must make arrangements to be accessible to their colleagues and their students during the sessions in which they are teaching.
- (17) Where an employee plans to be absent from the University, their supervisor must be informed of their contact details.

- (18) During teaching sessions, employees must be available 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.
- (19) 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.

Workload Committees

- (20) The Executive Dean of each College will establish a College Workload Committee.
- (21) A Workload Committee will comprise:
 - a. a minimum of 2 employee representatives from the College, elected for the term of the Agreement
 - b. other members from a range of Academic levels, appointed by the Executive Dean for a 2 year term.

The Committee will reflect the interests across the College and have gender balance. It is desirable to have some overlap of Committee membership so that there is continuity of knowledge of the development of the College procedures. The minimum number of attendees for any meeting of the Committee is 4 and must include one employee-elected representative.
- (22) The role of the Committee is to:
 - a. develop the College Workload Policy
 - b. develop open and accessible procedures for the allocation of workloads within the College
 - c. review and monitor the College policy and procedure at least annually
 - d. develop the method of benchmarking against 1725 hours for employees engaged full-time
 - e. develop a time line for negotiation and completion of Workload Agreements.
- (23) The Committee must establish procedures for ensuring consistent standards among employees within the College, considering amongst other things:
 - a. the mix of the major areas of academic work
 - b. the allocation of reasonable annual workloads amongst employees
 - c. the impact of alternative modes of delivery
 - d. EEO, affirmative action and employee development needs.
- (24) The Executive Dean must ensure that the College procedures are open and accessible and provided to all academic employees of the College.
- (25) Chairs of the College Workload Committees will meet at least once each year to liaise, consult, benchmark, and share information so that each College's procedures are contemporary and reflect fair and consistent principles. The Director Equity and Diversity, or nominee, will be invited to participate in such meetings.

Documentation

- (26) The workload agreement must be written and a copy kept by both the employee and the supervisor. A copy of each workload agreement must also

be stored in one place within the College, and must be available to other employees of the College.

- (27) The workload agreement of an individual employee will be:
 - a. signed by the employee
 - b. recommended by the supervisor
 - c. endorsed by the Head of School
 - d. forwarded to the Executive Dean or nominee for approval.

Workload Dispute Resolution

- (28) If no agreement is reached between the employee and their supervisor, or the agreement is not endorsed by the Head of School by the date specified in the College policy, the matter in dispute will be referred to the Executive Dean to determine in accordance with the terms of the College Policy and this clause. The Executive Dean will make their determination within 10 working days of the date of referral.
- (29) If the Executive Dean's determination does not resolve the dispute, the matter in dispute will be immediately referred to a dispute resolution panel.
- (30) The dispute resolution panel will consist of:
 - a. a nominee of the College
 - b. an employee elected representative from the College Workload Committee; and
 - c. an independent Chair from another College.
- (31) The employee may make a submission to the dispute resolution panel and will be provided with a copy of the decision of the panel.
- (32) The panel will make a decision within four weeks of the dispute being referred to it.

Part 3 - Schedules

SCHEDULE 1: RATES OF PAY

Annual Rates for Full Time Employees

LEVEL	Step	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
A Associate Lecturer	1	\$47,367	\$47,840	\$49,754	\$51,247
	2	\$49,936	\$50,435	\$52,452	\$54,026
	3	\$52,506	\$53,031	\$55,152	\$56,807
	4	\$55,079	\$55,629	\$57,854	\$59,590
	5	\$57,167	\$57,739	\$60,049	\$61,850
	6*	\$59,256	\$59,849	\$62,243	\$64,110
	7	\$61,346	\$61,959	\$64,437	\$66,370
	8	\$63,435	\$64,069	\$66,632	\$68,631
B Lecturer	1	\$66,651	\$67,317	\$70,010	\$72,110
	2	\$69,064	\$69,754	\$72,544	\$74,720
	3	\$71,469	\$72,184	\$75,071	\$77,323
	4	\$73,884	\$74,623	\$77,608	\$79,936
	5	\$76,291	\$77,054	\$80,136	\$82,540
	6	\$78,703	\$79,490	\$82,670	\$85,150
C Senior Lecturer	1	\$81,112	\$81,923	\$85,200	\$87,756
	2	\$83,525	\$84,360	\$87,734	\$90,366
	3	\$85,934	\$86,793	\$90,265	\$92,973
	4	\$88,345	\$89,229	\$92,798	\$95,582
	5	\$90,754	\$91,661	\$95,327	\$98,187
	6	\$93,167	\$94,099	\$97,863	\$100,799
D Associate Professor	1	\$97,184	\$98,156	\$102,082	\$105,144
	2	\$100,399	\$101,403	\$105,459	\$108,623
	3	\$103,611	\$104,647	\$108,833	\$112,098
	4	\$106,824	\$107,893	\$112,209	\$115,575
E Professor	1	\$124,505	\$125,750	\$130,780	\$134,703

*Minimum for an employee with a relevant doctoral qualification or required to carry out full unit coordination activities.

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 for the first time.
- (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 and not including marking of course or unit-wide essays or assignments
 - 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 sub clause (3) 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 sub clause (3) of this clause, including marking of unit or course wide examinations, essays or assessment tasks, will be paid at the appropriate marking rate in this schedule.
- (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.

CASUAL PAY RATES

Lectures and Tutorials

Rate	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
A. Basic Lecture - Consists of 1 hour of delivery and 2 hours of associated working time.				
A	\$130.69	\$132.00	\$137.28	\$141.40
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.				
B	\$174.25	\$175.99	\$183.03	\$188.52
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.				
C	\$217.82	\$219.99	\$228.79	\$235.65
D. Repeat Lecture - Paid for a lecture in the same unit matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time.				
D	\$87.13	\$88.00	\$91.52	\$94.27
E. Normal Tutorial – Consists of 1 hour of delivery and 2 hours of associated working time.				
E	\$94.49	\$95.44	\$99.26	\$102.24
F. Repeat Tutorial - Paid for a repeat tutorial in the same unit matter within a period of seven days and any marking and student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time.				
F	\$63.00	\$63.63	\$66.18	\$68.17
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.				
G	\$112.13	\$113.25	\$117.78	\$121.31
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 marking and student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time.				
H	\$74.75	\$75.50	\$78.52	\$80.88

Undergraduate Clinical Nurse Education

Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting. A casual academic employee required to provide undergraduate clinical nurse education with directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, will be paid at a rate for each hour of clinical nurse education delivered according to the table below.

Rate	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
L. Normal Preparation Required - Consists of 1 hour of delivery and 1 hour of associated working time.				
L	\$63.00	\$63.63	\$66.18	\$68.17
M. Little Preparation Required - Paid where clinical nurse educators are expected to perform minimal non-contact duties, (eg) first year of programs, and/or where: (a) there is limited individual preparation for contact periods (b) minimal student assessment requirements (c) student contact is limited. Consists of 1 hour of delivery and 0.5 hour of associated working time.				
M	\$47.25	\$47.72	\$49.63	\$51.12
N. Normal Preparation Required - Paid where clinical nurse educator are required to have specialist knowledge and skill related to the clinical area and/or where: (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 doctoral qualifications. Consists of 1 hour of delivery and 1 hour of associated working time.				
N	\$74.75	\$75.50	\$78.52	\$80.88
O. Little Preparation Required - Paid where clinical nurse educator are required to have specialist knowledge and skills related to the clinical area and/or where: (a) advanced clinical teaching skills are required (b) assessment skills for complex evaluation of student learning are required (c) the Employee holds doctoral qualifications. Consists of 1 hour of delivery and 0.5 hour of associated working time.				
O	\$56.07	\$56.63	\$58.90	\$60.67

Laboratory Supervision

Rate	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
F. Responsible for supervision during a laboratory session and for directing any demonstrators, no preparation required.				
F	\$63.00	\$63.63	\$66.18	\$68.17

Marking

Rate	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
P. Marking as a supervising examiner or marking requiring the exercise of academic judgement.				
P	\$43.56	\$44.00	\$45.76	\$47.13
Q. Marking, where academic judgement is not required.				
Q	\$31.50	\$31.81	\$33.08	\$34.07
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	\$37.38	\$37.75	\$39.26	\$40.44

Other Required Academic Activity

Rate	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
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:				
<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, repeteurship, 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 and h. attendance at departmental and/or College meetings as required. Marking as a supervising examiner or marking requiring the exercise of academic judgement. 				
S	\$31.50	\$31.81	\$33.08	\$34.07
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.				
T	\$37.38	\$37.72	\$39.26	\$40.44

SCHEDULE 3: ALLOWANCES

First aid allowance – weekly rate

Rate from Commencement of Agreement	03.11.06	12.01.07	31.03.08
\$10.20	\$10.30	\$10.71	\$11.03

Indigenous Australian Language Allowance

The following allowances will be paid in accordance with *Schedule 9 - Indigenous Australian Employment Strategy* of the Agreement:

- a. \$1100.00 per annum for employees who are capable of using a minimal knowledge of language for the purpose of simple communication
- b. \$2201.00 per annum for a level of ability for the ordinary purposes of general business, conversation, reading and writing.

SCHEDULE 4: POSITION CLASSIFICATION STANDARDS

These classification standards describe the broad categories of responsibility attached to academic employees at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL A – ASSOCIATE LECTURER

General Standard

- (1) A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level, and to carry out activities to develop their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

- (2) Specific duties required of a Level A academic may include:
 - a. the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio session;
 - b. the preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity
 - c. the conduct of research
 - d. involvement of professional activity
 - e. consultation with students
 - f. marking and assessment primarily connected with units in which the academic teaches
 - g. production of teaching materials for students for whom the academic has responsibility
 - h. development of unit material with appropriate guidance from the unit or course coordinator
 - i. limited administrative functions primarily connected with units in which the academic teaches
 - j. acting as unit coordinators, provided that skills and experience demonstrate this capacity
 - k. attendance at departmental and/or College meetings and/or membership of a limited number of Committees.
- (3) A Level A academic will not be required to teach primarily in units which are offered only at Masters level or above.
- (4) A Level A academic will work with support and direction from academic employees classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.
- (5) The most complex levels of unit coordination should not be carried out by a Level A academic.

Skill Base

- (6) A Level A academic will normally have completed 4 years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or experience. In many cases a position at this level will require an honours

degree or higher qualification, an extended professional degree, or a 3 year degree with postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL B – LECTURER

General Standard

- (1) A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

- (2) Specific duties required of a Level B academic may include:
 - a. the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
 - b. initiation and development of unit material
 - c. acting as unit coordinators
 - d. the preparation and delivery of lectures and seminars
 - e. supervision of the program of study of honours students or of postgraduate students engaged in course work
 - f. supervision of major honours or postgraduate research projects
 - g. the conduct of research
 - h. involvement in professional activity
 - i. development of course material with appropriate advice from and support of more senior employees
 - j. marking and assessment
 - k. consultation with students
 - l. a range of administrative functions, the majority of which are connected with the units in which the academic teaches
 - m. attendance at departmental and/or College meetings and/or membership of a number of committees.

Skill Base

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

LEVEL C – Senior Lecturer

General Standard

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

Specific Duties

- (2) Specific duties required of a Level C academic may include:
- a. the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
 - b. initiation and development of course material
 - c. course coordination
 - d. the preparation and delivery of lectures and seminars
 - e. supervision of major honours or postgraduate research projects
 - f. supervision of the program of study of honours students and of postgraduate students engaged in course work
 - g. the conduct of research
 - h. significant role in research projects including, where appropriate, leadership of a research team
 - i. involvement in professional activity
 - j. consultation with students
 - k. broad administrative functions
 - l. marking and assessing
 - m. attendance at departmental and/or College meetings and a major role in planning or committee work.

Skill Base

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

LEVEL D – ASSOCIATE PROFESSOR

General Standard

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

Specific Duties

- (2) Specific duties required of a Level D academic may include:
- a. the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
 - b. the development of and responsibility for curriculum/programs of study
 - c. course coordination
 - d. the preparation and delivery of lectures and seminars
 - e. supervision of major honours or postgraduate research projects
 - f. supervision of the program of study of honours students and of postgraduate students engaged in course work

- g. the conduct of research including, where appropriate, leadership of a large research team
- h. significant contribution to the profession and/or discipline
- i. high level administrative functions
- j. consultation with students
- k. marking and assessment
- l. attendance at departmental and College meetings.

Skill Base

- (3) A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence, which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E – PROFESSOR

General Standard

- (1) A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

- (2) Specific duties required of a level E academic may include:
 - a. provision of a continuing high level of personal commitment to and achievement in a particular scholarly area
 - b. the conduct of research
 - c. fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines
 - d. development of research policy
 - e. supervision of the program of study of honours students or of postgraduate students engaged in course work
 - f. supervision of major honours or postgraduate research projects
 - g. making a distinguished personal contribution to teaching at all levels
 - h. the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
 - i. the preparation and delivery of lectures and seminars
 - j. consultation with students
 - k. marking and assessment
 - l. playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline
 - m. developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution
 - n. participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

- (3) A Level E academic will have the same skill base as a Level D academic, but will be recognised as a leading authority in the relevant discipline area.

POSITION CLASSIFICATION STANDARDS – RESEARCH ONLY ACADEMIC EMPLOYEES

LEVEL A – ASSOCIATE FELLOW

General Standard

- (1) A Level A research only employee (Post Graduate Research Fellow) is expected to contribute towards the research effort of the institution and to develop their research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

- (2) Specific duties required of a Level A research only employee may include:
- a. the conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research
 - b. involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
 - c. limited administrative functions primarily connected with the area of research of the employee
 - d. development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other employees
 - e. occasional contributions to teaching in relation to their research project/s
 - f. experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures
 - g. attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and/or membership of a limited number of committees
 - h. advice to postgraduate students within the field of the employee's research.
- (3) A Level A research only employee will work with the support, guidance and/or direction from employees classified at Level B and above and with a growing degree of autonomy as the research employee gains in skill and experience.

Skill Base

- (4) A Level A research only employee will normally have done 4 years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

LEVEL B – FELLOW

General Standard

- (1) A Level B research only employee is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop their research expertise relevant to the particular field of research.

Specific Duties

- (2) The specific duties required of a Level B research only employee may include:
 - a. the conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research
 - b. supervision of research-support employees involved in the employee's research
 - c. guidance in the research effort of junior employees of research only employees in their research area
 - d. contribution to the preparation or, where appropriate, individual preparation of research proposal submissions to external funding bodies
 - e. involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
 - f. administrative functions primarily connected with their area of research
 - g. occasional contributions in the teaching program within the field of the employee's research
 - h. co-supervision or, where appropriate, supervision of major honours or postgraduate research projects with the field of the employee's area of research
 - i. attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and/or membership of a limited number of committees.

Skill Base

- (3) A Level B research only employee will have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition they may be expected to have had post doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

LEVEL C – SENIOR FELLOW

General Standard

- (1) A Level C research only employee is expected to make independent or original contributions to the research effort within their field of expertise and to the organisational unit or interdisciplinary area of which they are a part. An employee at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

- (2) The specific duties required of a Level C research only employee may include:
- a. the conduct of research and the production of conference and seminar papers and publications from that research
 - b. supervision of research-support and administrative employees involved in the employee's research
 - c. supervision where appropriate of the research of less senior research only employees
 - d. involvement, where appropriate, in the promotion of research links with outside bodies
 - e. preparation of research proposal submissions to external funding bodies;
 - f. significant role in research projects including, where appropriate, leadership of research teams or management of projects
 - g. responsibility for the oversight of financial management of grants for their research projects
 - h. involvement in professional activities, including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
 - i. occasional contributions to the teaching program within the field of the employee's research
 - j. supervision of major honours or postgraduate research projects within the field of the employee's area of research
 - k. various research-related administrative functions
 - l. attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work.

Skill Base

- (3) A Level C research only employee will normally have relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or technical contributions in the relevant discipline area.

LEVEL D – PRINCIPAL FELLOW

General Standard

- (1) A Level D research only employee is expected to make major original contributions to the research enterprise of the area in which they are appointed and to play a significant role within their profession or discipline. Employees at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

Specific Duties

- (2) The specific duties required of a Level D research only employee may include:
- a. the conduct of independent research in which the employee may work as part of a team and the production of conference and seminar papers and publications from that research
 - b. supervision of research-support and administrative support employees

- c. a major role in all aspects of major research projects including management and/or leadership of large research projects or teams
- d. supervision of the research of less senior research only employees
- e. promotion of research links with outside bodies
- f. preparation of research proposal submissions to external bodies
- g. responsibility for the oversight of financial management of grants
- h. involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
- i. occasional contributions to the teaching program within the field of the employee's research
- j. supervision of major honours or postgraduate research projects
- k. higher level research-related administrative functions
- l. some involvement in the development of research policy
- m. attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work
- n. significant contributions to the discipline in which the research efforts of an employee are undertaken.

Skill Base

- (3) A Level D research only employee will normally have the same skill base as a Level C research only employee. In addition there will be a requirement for academic excellence and outstanding contribution to research.

LEVEL E – PROFESSORIAL FELLOW

General Standard

- (1) A Level E research only employee is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in their area of research, in the organisational unit, within the institution and within the scholarly and general community.

Specific Duties

- (2) The specific duties required of a Level E research only employee may include:
 - a. provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship
 - b. fostering the research of other groups and individuals within the organisational unit and more broadly within the institution
 - c. development of research policy
 - d. preparation of research proposal submissions to external bodies
 - e. responsibility for the oversight of financial management of grants
 - f. the conduct of independent research in which the employee may provide leadership within a team and the preparation of conference and seminar papers and publications from that research
 - g. supervision of research and administrative employees and other employees responsible to the Level E research only employee
 - h. making a distinguished personal contribution to the conduct of research at all levels
 - i. management of large research projects or teams

- j. development policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution
- k. participating in community and professional activities related to their disciplinary area, including involvement in commercial and industrial sectors where appropriate
- l. involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
- m. occasional contributions to the teaching program in the field of the employee's research projects
- n. supervision of major honours or postgraduate research projects
- o. attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work.

Skill Base

- (3) A Level E research only employee will have the same skill base as a Level D research only employee but will be recognised as a leading authority in their area of research.

SCHEDULE 5: LEAVE ENTITLEMENTS

ANNUAL LEAVE

Eligibility and Entitlements

- (1) An employee, except a casual employee, will be entitled to 4 weeks annual leave at their base rate of pay for each 12 months of service in addition to any Public Holiday occurring during the period of annual leave.
- (2) If an employee has been absent from work on leave without pay for more than 5 working days in all in any year (being a period of 12 months commencing on the anniversary of the date on which the employee commenced their current period of employment with the University), the absence will not count as service for the purpose of determining eligibility for annual leave in that year.
- (3) While an employee is on any form of leave on half pay, their accrual of annual leave will be half the ordinary rate.
- (4) Annual leave will accrue daily.
- (5) If an employee who is eligible for sick leave produces a satisfactory medical certificate that they had been incapacitated for a period of one week or more while on annual leave, the University will recredit the employee with an equivalent period of annual leave, provided that recredit will not be granted to an employee on annual leave immediately prior to retirement, resignation or termination of service.
- (6) If an employee is entitled to annual leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their salary at the end of their employment.
- (7) If an employee dies, the monetary value of all annual leave for which they were eligible at the time of death will be paid to the employee's estate.

Taking of Annual Leave

- (8) By agreement between the University and an employee, annual leave may be taken at any time in broken or unbroken periods, provided that the amount of annual leave taken does not exceed the employee's accrued entitlement.
- (9) An employee's application for annual leave may include any annual leave accruing between the first and last day of the period of annual leave.
- (10) The University, giving reasonable notice, may direct an employee to take annual leave when it is convenient to the working of the University, provided that as far as practicable the wishes of the employee concerned are taken into account when fixing the time for the taking of the leave and consideration is given to domestic need and fair allocation of leave during prime leave periods. Reasonable notice means not less than 4 weeks notice of the day on which the annual leave is to start but, if possible, at least 3 months notice in writing.

- (11) During each calendar year, an employee must take annual leave of at least 3 weeks in any approved pattern unless the employee has insufficient paid leave available. A deferral of this requirement may be approved by the University to enable an employee to take an extended period of annual leave, provided that 6 weeks leave is taken within 2 years.
- (12) Only in special circumstances, and with the written approval of the University, can an employee accrue more than 8 weeks annual leave.
- (13) If their annual leave accrual exceeds 8 weeks without approval, the University may give an employee, except for an employee who works according to a roster which covers every day of the year or an employee exempted by the University, 4 weeks notice in writing to take at least 2 weeks annual leave of which must be taken consecutively. The period of notice may be extended if there are exceptional circumstances in the employee's work area at the time. The employee will not be credited with further annual leave after they have accrued 10 weeks annual leave, provided that the University has given the employee notice under this clause to take leave and the opportunity to take the leave.
- (14) An employee who has given written notice of their intended date of retirement will not be required to take annual leave within 12 months of that date.

ANNUAL LEAVE LOADING

- (1) An employee, except a casual employee, will be entitled to an annual leave loading equivalent to 17.5 per cent of 4 weeks of the employee's base rate of pay for each full year worked, provided that the loading will not exceed the loading applicable to Level B Step 4 as set out in *Schedule 1* of the Agreement.
- (2) Annual leave loading will be calculated on the employee's base rate of pay at the date the annual leave loading is paid.
- (3) The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- (4) An employee, will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation or termination except for termination for misconduct, based on the proportion of the leave loading year worked by the employee.

AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- (1) An ongoing or fixed-term employee who serves in the Australian Defence Force Reserves will be granted leave in each calendar year of:
 - a. up to 16 calendar days on full pay for annual training
 - b. up to 16 calendar days on full pay for attendance at a school, class or course of instruction
 - c. up to 4 additional calendar days if the Commanding Officer of a unit of the Reserves in which an employee serves, certifies in writing that it is necessary for the employee to attend obligatory training.

- (2) If in the opinion of the University it would not be in the University's interest to grant an employee leave at a particular time, the University will grant leave at another time.
- (3) If an employee is required to take additional leave for Defence Force Reserves purposes the employee will be placed on annual leave, long service leave or leave without pay.

EMERGENCY SERVICES CALL OUT LEAVE

- (1) Any employee who is a member of a voluntary Emergency Services organisation which is an accredited organisation defined within the *State Emergency and Management Act 1989*, as amended to assist in fire fighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the *State Emergency Services Act 1989*.
- (2) Reasonable paid leave may also be granted to undertake training required by the accredited organisation.
- (3) To be eligible for paid leave an employee must provide their supervisor with evidence of membership of the accredited organisation.
- (4) Where practicable an employee should inform their supervisor as soon as possible of their absence from work because they have been called to attend an emergency under the *State Emergency Services Act 1989*.

LONG SERVICE LEAVE

Eligibility

- (1) For all employees continuous service is service, without a break of more than 2 months on any single occasion, with the University.
- (2) For ongoing and fixed-term employees continuous service includes service, without a break of more than 2 months on any single occasion, with any other Australian higher education institution which grants transferability of service for long service leave purposes to employees employed under the Agreement and any entity of the University in which the University has more than a 50 per cent controlling interest, provided that:
 - a. if the employee has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution, they will not have an entitlement to leave for the period of service with the releasing institution for which leave has been taken or paid or for which there is eligibility for payment; however, this period of service will be included as qualifying service for determining when the employee is eligible to take long service leave and the rate of accrual
 - b. there is not more than 2 months between the end of employment with a releasing institution and the beginning of employment with a receiving institution; however the period between the contracts of employment will not count in determining length of service
 - c. the employee will be required to serve at least 5 years with the University before taking long service leave or being paid in lieu on termination of employment, except that payment in lieu of long service leave will be made if an employee dies, retires, receives an ill health benefit under the

- provisions of their superannuation fund, accepts redundancy or is retrenched
 - d. the employee is not appointed short term to the University, provided that if the employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.
- (3) In calculating service to establish long service leave entitlements:
- a. any leave without pay will not count as service, except any period of leave without pay up to 6 months will count as service after completing 10 or more years service but if a period of leave without pay is more than 6 months, the whole of the period of leave without pay will not count as service
 - b. any period of leave for service in the Australian Defence Force will count as service.

Entitlements

- (4) An employee will be entitled to long service leave as follows:
- a. after 10 years continuous service: paid leave of 3 months at their base rate of pay or 6 months at half their base rate of pay and then a proportionate amount of leave on this basis for continuous service between 10 and 15 years
 - b. after 15 years continuous service: paid leave of 4.5 months at their base rate of pay or 9 months at half their base rate of pay and then 2.5 months at their base rate of pay or 5 months at half their base rate of pay for each completed 5 years of continuous service.
- (5) If an employee has completed at least 5 years but less than 10 years continuous service, and their employment is terminated:
- a. by the University for any reason other than for serious misconduct
 - b. by the employee on account of illness, incapacity, or domestic or other pressing necessity
 - c. by the death of the employee; or
 - d. by the conclusion of an employee's second or subsequent fixed-term contract where the fixed-term employee seeks to continue the employment
- they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their base rate of pay for 10 years continuous service.
- (6) If an employee is entitled to long service leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their salary at the end of their employment.
- (7) If an employee, who is eligible for paid sick leave, produces a satisfactory medical certificate that they had been incapacitated for a period of one week or more while on long service leave, the University will recredit the employee with an equivalent period of long service leave, provided that recredit will not be granted to an employee on long service leave immediately prior to retirement, resignation or termination of service.
- (8) If an employee dies, the monetary value of their long service leave entitlement will be paid to their personal legal representative, unless paid to the employee's estate.

Taking Long Service Leave

- (9) An employee who is entitled to long service leave may take all or part of it at a time of their choosing, if they give the University 6 months written notice, or the University agrees to a shorter period of notice.
- (10) If an employee has a long service leave entitlement of more than 4.5 months, the University may give them written notice to take up to 3 months leave, at a time convenient to the University, provided that:
 - a. the University must give an employee written notice of at least 12 months of the date on which leave must start
 - b. an employee cannot be required to take long service leave within 24 months of the intended date of retirement
 - c. the minimum period of leave the University can require an employee to take is 6 weeks
 - d. the University cannot require an employee to take any further long service leave for 2 years after taking leave under this sub clause
 - e. an employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this sub clause.

PARENTAL LEAVE

- (1) Parental leave consists of maternity leave taken by an employee in connection with her pregnancy or birth of her child; or adoption leave taken by an employee in connection with the adoption of a child; or foster parent leave for fostering a child on long term placement; or partner leave taken by an employee in connection with their partner's pregnancy or birth of their child (partner includes spouse, de facto spouse and partners of the same sex).
- (2) An employee should apply for parental leave at least 4 weeks in advance and supply evidence indicating the expected date of birth/placement. Any change to the approved leave requires at least 4 weeks notice. If an employee is unable to give the required notice, their entitlement to parental leave will not be affected.
- (3) An employee entitled to parental leave may in addition take any other form of leave to which they are entitled.

Maternity Leave

- (4) An employee (including a casual employee) who becomes pregnant is entitled to up to 52 weeks maternity leave. An employee may apply to the University for additional unpaid leave and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- (5) If an ongoing employee or a fixed-term employee has completed at least 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to be paid for up to 20 weeks of their maternity leave at their base rate of pay or 40 weeks at half their base rate of pay.
- (6) If an ongoing employee, or an employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the

commencement of maternity leave, they will be entitled to a proportion of 20 weeks paid maternity leave. The proportion will be calculated on the basis of the employee's length of continuous paid service as a proportion of 1 year.

- (7) The total period of maternity leave will not exceed 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.
- (8) An employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child.
- (9) If an employee is unable to work because of an illness associated with her pregnancy, she may take any leave to which she is entitled. In the event of a miscarriage, the employee may take any sick leave to which she is entitled.
- (10) An employee who is entitled to paid maternity leave and whose child is stillborn or dies shortly after birth, is entitled to up to a total of 20 weeks paid leave (or pro rata for employees with less than 1 year's continuous service) including any paid maternity leave already taken. A medical certificate must be provided.
- (11) If the contract of a fixed-term employee on maternity leave expires before she has used all paid maternity leave, she will be entitled to be paid the balance as a lump sum. This entitlement will not extend the period of the fixed-term contract.

Adoption Leave

- (12) An ongoing employee, or a fixed-term employee, who is the primary care giver is entitled to up to 52 weeks adoption leave to care for a child whom they adopt, other than a child who has been living with their partner or with them continuously for 26 weeks or more. An employee may apply to the University for additional unpaid leave and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave. Adoption leave may be taken by either parent, except that if both parents are University employees, one employee's paid leave entitlement will be reduced by the foster parent paid leave taken by the other parent in relation to the same child.
- (13) If an ongoing employee or fixed-term employee has completed at least 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to be paid for up to 20 weeks of their adoption leave at their base rate of pay or 40 weeks at half their base rate of pay.
- (14) If an ongoing employee, or an employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to a proportion of 20 weeks paid adoption leave. The proportion will be calculated on the basis of the employee's length of continuous paid service as a proportion of 1 year.
- (15) Adoption leave may commence immediately prior to the date of placement of the child being adopted.

- (16) After adoption leave, an employee on their return to work may work reduced hours during a period of up to 2 years from the commencement of adoption leave.

Return to Work after Parental Leave

- (17) An employee entitled to paid maternity or adoption leave, who returns to work full time or on the same part time arrangement as prior to taking leave within 12 months of commencing the leave, will be entitled to a phased return to work. If engaged full time the employee may be absent on pay for up to 1 day per week (or 20 per cent of their ordinary hours) in the following 30 weeks, or pro rata for an employee engaged part time. Before the employee returns to work, the employee and their supervisor will agree on the arrangements for taking the leave that recognise the needs of the employee and the work area.
- (18) After maternity or adoption leave an employee who is entitled to return to work may work reduced hours during a period of up to 2 years from the commencement of maternity leave. The employee may also apply for an additional defined period of reduced hours of work that the University will not unreasonably refuse.
- (19) An ongoing employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they went on leave. If an ongoing employee was transferred, at her request, to a different position because of her pregnancy, she is entitled to return to her original position. If their position is to be deleted or significantly changed while they are on maternity or adoption leave, an employee will be entitled to return to a position at the same level on the same campus. If such a position cannot be found, the employee will be entitled to the provisions of *Clause 25 Organisational Change* of the Agreement.
- (20) A fixed-term employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they proceeded on leave for the residual period of the contract.
- (21) The University will not deny a casual employee re-employment because they are pregnant or have been absent on maternity or adoption leave.
- (22) A nursing mother returning to work after maternity leave will be entitled to paid lactation breaks. The University will provide employees who are nursing mothers with access to suitable nursing facilities.

Foster Parent Leave

- (23) If an ongoing employee or a fixed-term employee is the primary care giver of a foster child on long term placement, and they have completed at least 1 year's continuous paid service with the University immediately prior to the commencement of the leave, they will be entitled to up to 6 weeks leave paid at their base rate of pay for a child younger than 5 years of age or 3 weeks for a child 5 years of age or over.
- (24) Foster parent leave may commence from the time that the child enters an employee's care.

Partner Leave

- (25) An ongoing or fixed-term employee, who has completed at least 1 year's continuous paid service, is entitled to up to 2 weeks partner leave paid at their base rate of pay for the birth or adoption of their child and, if they are the primary carer of their child but are not entitled to maternity leave, up to an additional 50 weeks unpaid partner leave. A casual employee shall be entitled to partner leave in accordance with the Part 7 – Division 6 of the *Workplace Relations Act 1996* as amended.
- (26) An employee may apply for an additional 6 weeks unpaid partner leave for the birth or adoption of their child, which the University will not unreasonably refuse, which may be taken at the same time as any leave taken by the primary carer of the child.
- (27) Following a period of partner leave an employee, giving 4 weeks notice, may apply to return to work on reduced hours for a defined period.

Parental Leave Payment and Service

- (28) Any public holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.
- (29) An employee on parental leave may elect to be paid as a lump sum at the commencement of the leave.
- (30) Paid parental leave will count as service for the accrual of annual leave.
- (31) Except in the case of an employee who has completed 10 years service, any period of unpaid parental leave will not count as service for long service purposes but will not break continuity of service for the purposes of long service leave. Where the employee has completed 10 years service, unpaid parental leave will count as service provided such leave does not exceed 6 months in which case the whole period of unpaid leave will not count as service.
- (32) Unpaid maternity leave will count as service for incremental progression.
- (33) Paid parental leave will count as service for incremental progression.

PERSONAL LEAVE

- (1) An employee, other than a casual employee, is entitled to up to 6 days leave without loss of pay in any 12 month period and may also use up to a maximum of 5 days of their sick leave in any 12 month period:
 - a. to meet family, cultural, religious or special needs
 - b. to care for a dependent or a member of their immediate family
 - c. on account of the death of a member of their immediate family.
- (2) An Indigenous Australian employee, other than a casual employee, is entitled to up to 5 days leave without loss of pay in any 12 month period to participate in cultural/ceremonial activities.

- (3) An Indigenous Australian employee, other than a casual employee, is entitled to up to a maximum of 10 days unpaid leave in any 12 month period for the purpose of fulfilling cultural/ceremonial obligations.
- (4) "Immediate family member" means:
 - a. a spouse or former spouse of the employee, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex)
 - b. child or an adult child (including an adopted/foster child, a step child or an ex nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the employee or spouse of the employee
 - c. a member of the employee's household.

SICK LEAVE

- (1) An employee, except a casual employee, who is unable to work because of personal illness or incapacity, who is not receiving workers' compensation benefits for that illness or incapacity, will be entitled to take sick leave.
- (2) An employee will accrue paid sick leave on a daily basis at the rate of 15 days a year. Untaken paid sick leave will accumulate from year to year. An employee engaged part time will receive sick leave entitlements pro rata.
- (3) Sick leave balances will be recorded on an employee's pay statement.
- (4) An employee must provide the University with a medical certificate about the nature of their illness or incapacity:
 - a. in their first 3 months of service
 - b. when the employee is absent for more than 3 consecutive working days.
- (5) If an employee has been absent on more than 5 occasions in any 12 month period without a medical certificate, the University may notify the employee that they must produce a medical certificate for all sick leave absences for a period of 12 months from the date of notification.
- (6) An employee absent from work because of personal illness or personal incapacity will, as far as is practicable inform the University of their inability to attend for work, within 24 hours of the start of the absence and state the estimated duration of the absence. The University will protect the privacy and maintain confidentiality of information given by an employee.
- (7) If an employee has exhausted all paid sick leave entitlements, they may use part or all of their accrued annual leave or long service leave entitlement.
- (8) If an employee is unfit to return to work after all paid leave has been exhausted the employee will be placed on unpaid sick leave, unless the University decides to grant additional paid sick leave. The employee must provide the University with a medical certificate about the nature of their illness or incapacity. Periods of unpaid sick leave will count as service for all purposes.

LEAVE WITHOUT PAY

- (1) An employee, except a casual employee, may apply for leave without pay if they have completed at least 18 months full time continuous service with the

University. The University may waive this qualifying period in cases of pressing personal or domestic hardship.

- (2) An employee may apply for leave without pay for:
 - a. personal reasons
 - b. career breaks
 - c. short term absences for family and community responsibilities not provided for under *Schedule 5 (Personal Leave)* of the Agreement
 - d. professional development.
- (3) The granting of any extended leave without pay will be dependent on prior satisfactory service.
- (4) Leave without pay may not be granted if it will unduly disrupt the operations of the employee's work unit.
- (5) Leave without pay must not be used by an employee to generally explore employment opportunities outside the University and an employee will be expected to return to work at the end of their leave.
- (6) The maximum period of leave without pay will be one calendar year; however, in special circumstances, the University may extend the period for up to one further year.
- (7) An employee must notify the University of any changes in the circumstances for granting the leave that occur during the period of the leave. The University may then require the employee to return to work but the employee will not have any automatic right to return to work, prior to the end of the agreed leave without pay period. If the University requires the employee to return to work prior to the end of the agreed leave without pay period the University will give the employee at least 4 weeks notice.
- (8) Leave without pay of more than 5 days, except for leave without pay for service with the Australian Defence Force Reserves, does not count as service in calculating the length of an incremental period.
- (9) Leave without pay of more than 5 days in any period of 12 months, except for service with the Australian Defence Force Reserves, does not count as service for annual leave or sick leave entitlements.

SCHEDULE 6 – ACADEMIC PERFORMANCE PLANNING AND REVIEW REPORT

- (1) The Academic Performance Planning and Review Report will include a summary form that will, as a minimum, provide:
 - a. the date the annual performance and review discussion took place
 - b. a summary of areas of achievement of the employee
 - c. a summary of the student evaluation outcomes which relate to the teaching of the employee and agreed strategies to build on strengths and address any apparent weaknesses
 - d. a summary of any areas of concern requiring improvement
 - e. a summary of any problems being experienced by the employee.
- (2) A supervisor will forward the completed Academic Performance Planning and Review Summary through the Head of School (where the Head of School is not the supervisor) to the Executive Dean of the College or Director for confidential storage.
- (3) The Academic Performance Planning and Review Report will form part of subsequent reviews.

SCHEDULE 7 – WORKLOAD AGREEMENT CONTENT GUIDELINES

Major Areas of Academic Work

- (1) Workload agreements may include the following aspects of the major areas of academic work:
 - a. Teaching, including:
 - i. new course and unit development, including development of materials and obtaining professional accreditations
 - ii. conducting lectures, laboratory classes, tutorials, seminars and workshops
 - iii. supervision of postgraduate and honours students
 - iv. marking
 - v. student consultation
 - vi. alternative modes of unit/course delivery
 - vii. field supervision
 - viii. developing and/or conducting non-award short courses and programs including Continuing Education.
 - b. Research and Scholarly Activity, including:
 - i. undertaking and publishing research
 - ii. writing articles and other works for publication
 - iii. preparing research grant proposals, and submitting grant applications
 - iv. research management
 - v. approved consultancy and associated work
 - vi. presenting and/or publishing scholarly papers, addresses to conferences and the like
 - vii. maintaining professional currency in the discipline area
 - viii. professional development.
 - c. Administration and Governance, including:
 - i. course and unit coordination
 - ii. management or coordination of centres, units, academic organisational sub-units or functions
 - iii. contributions to committees
 - iv. formal employee supervision
 - v. management, coordination, development or promotion of University enterprises, programs or commercial activities
 - vii. general administration of policies and work of School or College.
 - d. Service to the Community relevant to the work of the University, including:
 - i. contributions to and involvement with professional associations, business, community and the like and industry
 - ii. contributions to and involvement with relevant government and community bodies and associations
 - iii. promotion of the University in the community.

Content of Workload Agreements

- (2) An employee's workload agreement will:
 - a. include, from the areas of academic work, some elements of teaching including face to face teaching and research or scholarly activity, unless the Executive Dean of the College approves otherwise
 - b. specify the agreed patterns of work, including weekend work, night time work, overseas teaching and work outside normal teaching periods

- c. not require an employee to have less than a 12-hour break between teaching commitments on consecutive days, unless the employee agrees otherwise
- d. be consistent with equal opportunity principles, policies and practices, including any requirements of disability adjustment or approved rehabilitation plans
- e. specify its date of commencement and period of operation
- f. specify how it may be varied
- g. enable the employee to have, within a period without teaching timetabled classes, a sustained period or periods of scholarly or other activity, consistent with their workload agreement, of a total of not less than 12 weeks in any one year, as well as opportunities to take annual leave. The 12 weeks referred to above may include intra-session teaching breaks. An employee will not normally be required to teach timetabled classes, including direct face-to-face, alternative mode, field supervision and/or conducting non-award courses, for more than 36 weeks in any one year
- h. contain work that is consistent with their level of appointment, as described in the Position Classification Standards in *Schedule 4* of the Agreement.

SCHEDULE 8 – ORGANISATIONAL CHANGE PROPOSAL

- (1) A change proposal will cover:
 - a. Type and nature of change
 - b. Reason for the change
 - c. Current staffing profile and/or current location
 - d. Proposed staffing profile
 - e. Impact on employees in the affected work unit
 - f. Evidence to support a case for outsourcing
 - g. Any impact on employees in another work unit
 - h. Any health and safety implications
 - i. Any equity implications
 - j. Any impact on students
 - k. Budgetary impact
 - l. Proposed implementation plan, including indicative timeframes.

- (2) The Implementation Committee will develop a standard template for change proposals.

SCHEDULE 9 – INDIGENOUS AUSTRALIAN EMPLOYMENT STRATEGY

- (1) The University will develop and implement an Indigenous Australian Employment Strategy with the aim of improving the employment and participation of Indigenous Australians at all levels of the University, both within the Indigenous Australian program unit and across the University, through effective measures for employees recruitment, development, support and retention; participation of Indigenous Australian employees in cultural/ceremonial activities; recognition of Indigenous Australian culture and the existence of an Indigenous Australian program unit within the University.
- (2) The Indigenous Australian Employment Strategy Consultative Committee will monitor the implementation of the Indigenous Australian Employment Strategy and report to the Indigenous Australian Advisory Council.
- (3) The Committee will include as part of its membership:
 - a. the University Executive member with responsibility for Indigenous Australian employment
 - b. the Director of the Indigenous Australian program unit
 - c. the Indigenous Australian Employment Director
 - d. 1 academic and 1 general employee elected representative from the Staff Liaison Committee
 - e. 2 Indigenous Australians who work for the University (1 academic and 1 general employee) elected by the Indigenous Australians who work for the University
 - f. 2 nominees of the Indigenous Australian community.Membership from sub clause 3 (d) to (f) above will be renewed on a bi-annual basis.
- (4) The Employment Strategy will incorporate:
 - a. development of agreed targets for employment initiatives aimed at ensuring that the percentage of Indigenous Australian employees across the University, including at senior levels, is no less than the percentage of Indigenous Australian persons in the general population
 - b. development of a series of performance indicators for the employment strategy which address:
 - i. professional and career development opportunities
 - ii. the classification and levels of positions occupied by Indigenous Australian employees as compared to positions occupied by non-Indigenous Australian employees
 - iii. retention and promotion of Indigenous Australian employees
 - c. annual review of the numbers of Indigenous Australian employees compared to the targets developed in order to assess progress and develop further measures to give effect to the Indigenous Australian Employment Strategy
 - d. a definition of “self determination” for Indigenous Australians and how it will apply to Indigenous Australian employees at the University, developed by the members of the Indigenous Australian Employment Strategy Consultative Committee for approval by the Board of Trustees
 - e. a University wide cultural awareness training program giving priority to the delivery of the training in work units with existing Indigenous Australian employees and in conjunction with the appointment of Indigenous Australian employees
 - f. a program of Indigenous Australian traineeships

g. individual professional development plans for Indigenous Australian employees, developed in consultation with their supervisor and, where requested, the Indigenous Australian Employment Director. Supplementary funding for development programs will be provided through the Indigenous Australian Employment Strategy.

- (5) The University will require, and provide support for all employees to respect and work within the guiding principles of the Employment Strategy, which will include the principles of:
- a. respect and consideration for the cultural, social and religious systems practised by Indigenous Australians
 - b. recognition that Indigenous Australian knowledge provides a significant contribution to all other bodies of knowledge
 - c. acknowledgement of the scholarship that Indigenous Australian employees bring to the University
 - d. acknowledgement that participation of Indigenous Australians in cultural or ceremonial activities enhances the effectiveness of Indigenous Australians as employees
 - e. recognition that a supportive working environment for Indigenous Australians requires the redress of past social injustice, exploitation and employment inequity
 - f. facilitation and encouragement of direct involvement of Indigenous Australian employees in determining their own career strategies, goals and objectives, in consultation with their supervisors.
- (6) The University is committed to a regular review of policies that will include Indigenous Australian employees in the consultation process and ensure that the policies address the specific backgrounds and needs of Indigenous Australian employees and recognise the importance of Indigenous Australian knowledge, learning and community links.
- (7) The University recognises that “Aboriginality” is a genuine occupational qualification and that an Indigenous Australian employee can most effectively provide services to Indigenous Australians and advise about Indigenous Australian culture and people. The University will:
- a. identify positions that are established to recruit, support, educate and provide services to Indigenous Australian students and recruit Indigenous Australians into those positions
 - b. take all possible steps to provide for all positions in the Indigenous Australian program unit to be filled by Indigenous Australians within the term of the Agreement
 - c. appoint a senior employee to facilitate the implementation of the Indigenous Australian Employment Strategy.

In implementing these actions the University will ensure that employees will not suffer disadvantage in relation to their employment.

- (8) Any committee established for the selection of an identified position, or for the assessment of an existing Indigenous Australian employee for any purpose, will aim for at least 50 per cent Indigenous Australian membership.
- (9) Leave for Indigenous Australian employees to participate in cultural/ceremonial activities is provided under *Schedule 5 – Personal Leave* of the Agreement.

- (10) In recognition of the increased effectiveness and productivity of employees proficient in Indigenous Australian languages, an employee who is required to use Indigenous Australian language in the course of their employment will be paid an Indigenous Australian Language allowance as set out in *Schedule 3* of the Agreement. Indigenous Australian language will mean a recognised proficiency in any one of the Australian Aboriginal or Torres Strait Islander languages.
- (11) The following allowances will be paid in accordance the *Indigenous Australian Employment Strategy* of the Agreement:
- a. \$1100.00 per annum for employees who are capable of using a minimal knowledge of language for the purpose of simple communication
 - b. \$2201.00 per annum for a level of ability for the ordinary purposes of general business, conversation, reading and writing.

Part 4 – Signatories to the Agreement

Signed for and on behalf of the University of Western Sydney by its authorised representative

Signed: _____

Professor Janice Reid
Vice-Chancellor
University of Western Sydney
Locked Bag 1797
Penrith South DC NSW 1797

Date: ____/____/____

Witnessed by:

Signature of witness: _____

Name of witness (print) : _____

Address of witness (print): _____

Date: ____/____/____

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative:

Signed: _____

Graham McCulloch
National Secretary
PO Box 1323
South Melbourne Vic 3205

Date: ____/____/____

Witnessed by:

Signature of witness: _____

Name of witness (print) : _____

Address of witness (print): _____

Date: ____/____/____