

Note: This Agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the Agreement and a copy of it can be found at the end of this Agreement.



# University of Western Sydney Professional Staff Agreement 2014

**UNIVERSITY OF WESTERN SYDNEY  
PROFESSIONAL STAFF AGREEMENT 2014**

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## PART A: OPERATION OF THE AGREEMENT

### 1. AGREEMENT TITLE

1.1 The Agreement is called the *University of Western Sydney Professional Staff Agreement 2014*.

### 2. DEFINITIONS

2.1 In this Agreement:

- (a) **"Aboriginal and Torres Strait Islander Peoples"** means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community;
- (b) **"Act"** means the *Fair Work Act 2009 (Cth)* as amended;
- (c) **"Agreement"** means the *University of Western Sydney Professional Staff Agreement 2014*;
- (d) **"Base Rate of Pay"** means the hourly/weekly/fortnightly/monthly equivalent of an Employee's salary. It does not include overtime payments, shift loadings, allowances, or any other payments for work performed;
- (e) **"Casual Rate of Pay"** means the hourly equivalent of the relevant Salary level and step for Levels 1–9 as set out in Schedule 1 of the Agreement plus a casual loading of 25%. The casual loading is a loading incorporating all benefits under this Agreement for which a casual Employee is not eligible;
- (f) **"Concessional Day(s)"** means days between Christmas Day and New Year's Day on which Employees (other than casual Employees) receive payment but are not required to attend for duty unless expressly directed to do so;
- (g) **"Continuous Service"**, other than in clause 34: 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% controlled interest;
- (h) **"Employee"** means a professional staff member of the University who may be employed on an ongoing, fixed-term or casual basis;
- (i) **"Employment Executive Member"** means the University Executive member responsible for employment or the Employment Executive Member's nominee;
- (j) **"Medical Appointment"** means a reservation for an Employee to receive advice, assessment or treatment from a Registered Health Practitioner;
- (k) **"NES"** means the National Employment Standards contained in sections 59 to 131 of the Act, as varied or replaced from time to time;
- (l) **"Nominal Expiry Date"** means 31 January 2017;
- (m) **"Outsourcing"** means replacing the work specifically and directly performed by an existing Employee at the time of the making of this Agreement, with a contract for service or work by someone who is not an Employee;

- (n) **"Parties"** means the Employees, the University and each of the Unions bound by the Agreement;
- (o) **"Registered Health Practitioner"** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type), under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);
- (p) **"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;
- (q) **"Salary"** means the relevant annual Salary level and step as set out in Schedule 1 together with any First Aid Allowance or Aboriginal and Torres Strait Islander People Language Allowance for an Employee whose position is classified Levels 1–10 (pro rata for an employee engaged part-time), or the identified salary component as specified in their letter of appointment for an Employee whose position is above Level 10;
- (r) **"Senior Employee(s)"** means persons employed on a remuneration basis which allows for a potential salary component which is 20% above the Level 10 rate specified in Schedule 1;
- (s) **"Supervisor"** means the person nominated by the University to whom an Employee reports, whether directly or indirectly;
- (t) **"Union/Unions"** means the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU) and/or the National Tertiary Education Industry Union (NTEU); and
- (u) **"University"** means the University of Western Sydney as defined in and operating under the *University of Western Sydney Act 1997 (NSW)* as amended.

### 3. TERM OF THE AGREEMENT

This Agreement commences 7 days after the date on which it is approved by the Fair Work Commission and will remain in effect until the Nominal Expiry Date of 31 January 2017.

### 4. APPLICATION OF THE AGREEMENT

4.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to Employees whose employment is regulated by the provisions of this Agreement, except for the National Employment Standards. This agreement rescinds and replaces the *University of Western Sydney General Staff Agreement 2009 - 2012*.

4.2 The Agreement applies to and is binding according to its terms on all Parties, other than employees engaged as a Deputy Vice-Chancellor, Pro Vice-Chancellor, Director or equivalent who reports to a member of the Executive, with the exception that the following clauses do not apply to Senior Employees as defined in clause 2: Definitions:

- (a) subclauses 14.22 to 14.31: Categories of Employment (Casual Employees – Conversion to Ongoing or Fixed-Term Employment);
- (b) subclauses 14.32 to 14.37: Categories of Employment (Apprenticeships and Traineeships);
- (c) subclauses 12.2 to 12.6: Terms of Engagement (Information for Employees on Terms of Engagement, Payment of Salaries, and Annualised Rate of Pay);

- (d) clause 13: Probation;
- (e) clause 15: Pay Rates;
- (f) clause 18: Annual Leave Loading;
- (g) clause 19: Meal Allowance;
- (h) clause 20: On-Call Allowance;
- (i) clause 21: On-Call Allowance for Information Technology Services Staff;
- (j) clause 23: Hours of Work;
- (k) clause 24: Standard Working Hours;
- (l) clause 25: Meal Breaks;
- (m) clause 26: Workloads;
- (n) clause 27: Career Planning and Development;
- (o) clause 28: Position Classification and Broadbanding;
- (p) clause 29: Higher Duties;
- (q) clause 32: Flexible Hours of Work Scheme;
- (r) clause 44: Organisational Change;
- (s) clause 46: Redeployment and Redundancy (provided that Level 10 Employees receive redundancy payments no less than those specified in this clause);
- (t) clause 48: Unsatisfactory Performance;
- (u) clause 49: Misconduct or Serious Misconduct;
- (v) clause 50: Research Misconduct;
- (w) clause 51: Notice of Resignation and Termination;
- (x) clause 53: Fixed-Term Employees Termination Notice;
- (y) clause 54: Fixed-Term Employees Severance Pay; and
- (z) Schedules 1 to 4.

4.3 Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any University policy, procedure or process referred to in this Agreement.

## **5. COVERAGE OF THE AGREEMENT**

5.1 This Agreement covers and is binding upon:

- (a) all Employees of the University employed in the classifications set out in Schedule 4, subject to subclause 4.2;

- (b) the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU);
- (c) the National Tertiary Education Industry Union (NTEU); and
- (d) the University.

## **6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

6.1 Notwithstanding any other provision of this Agreement, the University and an individual Employee may agree to vary the effect of certain terms of this Agreement to meet the genuine needs of the University and the Employee. The matters in respect of which an individual flexibility arrangement may be made are as follows:

- (a) the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for in clause 33: Annual Leave;
- (b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for in clause 37: Parental Leave;
- (c) accelerated leave arrangements for the taking of annual leave in circumstances where an Employee's annual leave balance exceeds 60 days, provided that:
  - (i) the annual leave taken pursuant to the arrangement is taken at a rate greater than the Employee's ordinary pay, but no higher than double pay, with a commensurate reduction in the Employee's annual leave balance;
  - (ii) the Employee's annual leave balance cannot be reduced to less than 30 days; and
  - (iii) the Employee has not already entered into an accelerated leave arrangement during the term of this Agreement; and
- (d) the cashing out of an annual leave balance of more than 60 days to reduce the balance to not less than 30 days, provided that:
  - (i) the Employee has not already entered into a cashing out arrangement during the term of this Agreement; and
  - (ii) the Employee takes and the University grants a minimum of 10 days' annual leave within 3 months of the cashing out.

6.2 The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.

6.3 The University must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- (d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.

6.4 The University must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and Employee; and



- (c) is signed by the employer and Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of this Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

6.5 The University must give the Employee a copy of the individual flexibility arrangement within 14 days of the arrangement being agreed.

6.6 The University or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (b) if the University and Employee agree in writing — at any time.

## **7. IMPLEMENTATION COMMITTEE**

7.1 An Implementation Committee will be established to facilitate the implementation of the Agreement.

7.2 The Implementation Committee will comprise:

- (a) 1 Employee who is a member of, and nominated by, each of the Unions; and
- (b) 1 representative nominated by each of the Unions; and
- (c) no more than 4 representatives nominated by the University.

7.3 The Implementation Committee will:

- (a) be a forum for consultation on strategies to support the implementation of this Agreement, including training for managers and employees;
- (b) consider reports required by the various clauses of this Agreement; and
- (c) monitor and advise on the implementation of the provisions of this Agreement.

7.4 The Implementation Committee will:

- (a) meet at least once every quarter; and
- (b) be chaired alternately by a Union representative or a representative of the University.

7.5 The University will keep and distribute minutes of meetings.

7.6 Employees who are members of the Implementation Committee will be granted reasonable time and resources during working hours to attend meetings and to interview, consult and liaise with Employees about matters relevant to the implementation of this Agreement.

## **8. RENEGOTIATION OF THE AGREEMENT**

8.1 The University and the Unions agree that the expeditious negotiation of a replacement agreement is in the interests of the University and its employees.

- 8.2 The Parties will meet no later than 6 months prior to the Nominal Expiry Date to discuss and arrange a schedule of regular meetings in order to commence the renegotiation of a replacement agreement. In this period the parties will aim to exchange logs of claim, determine resourcing, and establish a schedule of meetings for the following 6 months.
- 8.3 Substitute arrangements from those set out above regarding the renegotiation of a new agreement may be made by written agreement between the University and the Unions.
- 8.4 The Parties in negotiation will be guided by and adhere to the principles of good faith bargaining as required by the Act.
- 9. AVAILABILITY OF THE AGREEMENT**
- 9.1 A copy of this 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.
- 10. NO EXTRA CLAIMS**
- 10.1 During the term of this Agreement, the Parties will not pursue any further claims in relation to matters covered by the Agreement except as provided for by this Agreement.

## **PART B: DISPUTE SETTLEMENT**

### **11. DISPUTE SETTLEMENT**

- 11.1 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.
- 11.2 A dispute regarding:
- (a) any matters arising under this Agreement; or
  - (b) the NES;
- will be resolved using the procedures set out in this clause.
- 11.3 The dispute settlement procedures under this clause may be initiated by:
- (a) an Employee;
  - (b) the Unions (either separately or together); or
  - (c) the University;
- as set out in this clause.
- 11.4 An Employee may be assisted or represented by a Representative, who may be an official of the relevant Union, at any stage of the dispute settlement procedures set out in this clause.
- 11.5 With the exception of critical issues of work 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. Where a dispute relates to the termination of a fixed-term contract of employment due to expiry, termination of the contract will be deferred pending resolution of the dispute.
- 11.6 If an Employee has a dispute with the University, where practicable they should attempt to resolve the dispute informally through discussion with their Supervisor.

- 11.7 If an Employee has been unable to resolve a dispute informally, or where it is not practicable to resolve the dispute informally, the Employee may formally notify a dispute to their Supervisor and request a formal meeting with their Supervisor to attempt to resolve the dispute. This meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- 11.8 A formal dispute notified under subclause 11.7 must:
- (a) be in writing;
  - (b) state that the notification is being made under this clause;
  - (c) make reference to the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and
  - (d) insofar as is possible, clearly state the nature of the dispute.
- 11.9 Subclause 11.8 does not prevent a party from notifying an urgent dispute verbally in circumstances where, due to time constraints, it is not practicable to comply with the requirements of that subclause, provided that a complying written dispute notification is issued as soon as possible thereafter.
- 11.10 If the dispute is not resolved in a formal meeting with the Employee's Supervisor, the Employee may request a formal meeting with the relevant Dean/Director or nominee to attempt to resolve the dispute. This meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- 11.11 At any stage during the dispute process, a party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute and discuss the dispute resolution process they wish to apply in the case of each separate dispute. Any such meeting must be held within 5 working days of the request being made, unless otherwise agreed. If the parties cannot agree on a particular process in a particular case, the following process will apply.
- 11.12 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 Fair Work Commission for conciliation and if necessary, arbitration.
- 11.13 The arbitrated decision of the Fair Work Commission will bind the parties to the dispute, subject to either party seeking leave to appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law.
- 11.14 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a third person or body other than the Fair Work Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute that is made by that third person or body.

## **PART C: EMPLOYMENT ARRANGEMENTS**

### **12. TERMS OF ENGAGEMENT**

#### **Information for Employees on Terms of Engagement**

- 12.1 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual employees), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Employees will also be advised where further information on conditions of employment can be located.

- 12.2 Part-time Employees will also be notified of the percentage of the full-time load to be worked. Casual Employees additionally will be informed of the number of hours required or anticipated (where known), the provisions relating to conversion to continuing or fixed-term employment and details regarding the accrual of long service leave in respect of casual service with the University.
- 12.3 This information will be provided on appointment and when changes occur. Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings and overtime payments. Such statements may be issued in electronic form provided that alternative arrangements will be made for employees for whom access to electronic statements is not readily available.

#### **Payment of Salaries**

- 12.4 An Employee will be paid their salary plus any overtime and shift loadings fortnightly by direct deposit into a recognised financial institution nominated by the Employee.

#### **Annualised Rates of Pay**

- 12.5 The University and the Unions may agree to introduce annualised rates of pay for ongoing or fixed-term Employees as compensation for any shift loadings, overtime rates, payments for interrupted meal breaks, failure to receive the recognised breaks between the work of successive days and any other payment related to hours of work except for accommodation and meal allowances.
- 12.6 An annualised rate of pay will be:
- (a) adjusted in line with any adjustment to salary; and
  - (b) be the basis for calculating all paid leave, superannuation and termination payments.

### **13. PROBATION**

- 13.1 An ongoing Employee or a fixed-term Employee on a contract for more than a year may be engaged subject to probation.
- 13.2 Probation will be for an initial period of not more than 6 months. The initial period of probation may be extended by the University for a further period, provided that the total period is not more than 9 months, where:
- (a) concerns about the Employee's performance are identified; or
  - (b) the Employee has been absent from the workplace for any reason to such an extent that it is not possible to assess their performance during the probationary period.
- 13.3 At the mid-point of the initial period of probation, a performance review will be conducted by the Employee's Supervisor to assess the Employee's performance by reference to the Employee's position description, the University's standards of conduct and progress toward the meeting of any special conditions in the letter of appointment. As part of the review, the Supervisor will meet with the Employee to discuss the Employee's performance. The Employee will be given a copy of the review report and have the opportunity to discuss with their Supervisor any problems that have been identified.
- 13.4 Before the end of the initial probation period, the Supervisor will conduct a further review. As part of the review, the Supervisor will meet with the Employee to discuss the Employee's performance and any significant concerns and provide the Employee with an opportunity to comment. The review report will include a recommendation about whether the Employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in

the report to be addressed. 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.

- 13.5 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.
- 13.6 Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 49.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.
- 13.7 A recommendation in a review report to terminate employment must give reasons and be made to a person who has the delegated authority to terminate employment, but who is not the Employee's Supervisor.
- 13.8 If a review report recommends termination, the Employee will be given 5 working days to respond to the recommendation and the Employee will be given all documentation on which the Supervisor has relied in making the recommendation.
- 13.9 If the employment of an Employee on probation is to be terminated because of a review report recommendation, the Employee will be given 2 weeks' notice of termination.

#### **14. CATEGORIES OF EMPLOYMENT**

##### **Ongoing Employment**

- 14.1 An ongoing Employee is an employee engaged for an indefinite period of time.
- 14.2 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 13: Probation.
- 14.3 Ongoing employment will normally cover the whole year. However, ongoing employment may be for specified sessions or seasons within the year (part year) for:
- (a) an ongoing Employee engaged part year; or
  - (b) a casual Employee whose employment is converted to ongoing part year employment under this clause.
- 14.4 For an ongoing Employee engaged part year, the period(s) of the year in which they are not required to perform work will not break continuity of service, however these period(s) will not count as service for leave accrual purposes.

##### **Part-Time Employment**

- 14.5 An Employee may be engaged part-time and will be entitled to the provisions of this Agreement on a proportionate basis to an equivalent full-time Employee, unless otherwise provided by this Agreement.
- 14.6 Part-time employment means ongoing or fixed-term employment where ordinary hours of work are less than those of a full-time Employee.
- 14.7 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 period of part-time work;
- (c) the classification applying to the work; and
- (d) any agreed arrangements for return to full-time work.

If they are not given approval the University will advise them of the reasons in writing.

- 14.8 Part-time work arrangements may be varied by written agreement between an Employee and their Supervisor.

**Fixed-Term Employment**

- 14.9 A fixed-term Employee is an employee engaged for a fixed period of time or for a defined task or project.
- 14.10 Fixed-term employment may contain a reasonable probation period that is directly related to the nature of the work to be done under the contract. Any second or subsequent fixed-term engagement will not contain a probation period.
- 14.11 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.
- 14.12 Fixed-term employment is limited to the following circumstances:
- (a) for a specific task or project of limited duration;
  - (b) for a position paid entirely from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprising payments of fees made by or behalf of students;
  - (c) for research only positions for a period of up to 5 years;
  - (d) to temporarily replace an ongoing Employee who is on leave, secondment or performing higher duties;
  - (e) to temporarily fill a vacant position which the University has made a definite decision to fill and has commenced recruitment action;
  - (f) if a curriculum requires professional or vocational or specific specialised industry expertise which requires that work be undertaken by a person who has recent practical or commercial experience, for a period of up to 5 years;
  - (g) for a pre-retirement contract of an ongoing Employee for a period of up to 5 years before the Employee's intended date of retirement and which will not be renewed;
  - (h) for work by an enrolled student of the University (provided that it is not a condition of employment that a person undertake a studentship), who may be employed for the duration of their candidature, in whole or in part, or for a period of up to 2 years provided the contract begins within the first 12 months following completion of their degree;
  - (i) to fill a vacancy occasioned by the resignation, retirement or retrenchment of a displaced employee engaged in the support of an existing teaching program where a decision has been made to discontinue the program and the position is not to continue; or
  - (j) post-retirement contract for a period of up to 5 years after the Employee's date of retirement.

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

### **Fixed-Term Employees Conversion**

- 14.13 If at the end of the first contract the same or substantially the same position continues for a further fixed term, the incumbent will be given further employment in the position provided the incumbent was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position. Where an Employee on a first contract is not re-employed in the position which is offered on a continuous basis, they will be paid severance at 2 weeks for the first completed year of service and then in accordance with clause 54: Fixed-Term Employees Severance Pay. In these circumstances the Employee will be eligible for accrued entitlements.
- 14.14 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 Employee's School or 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; and
  - (e) the conversion request must be approved by the Dean/Director of the School or work unit.
- 14.15 The University will advise of the outcome and the reasons where the application has been denied.
- 14.16 Notwithstanding anything in subclause 14.14(b), the University at its discretion may convert any fixed-term employment.

### **Casual Employment**

- 14.17 A casual Employee is an employee engaged by the hour and paid on an hourly basis.
- 14.18 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.
- 14.19 A casual Employee is entitled to not be available to attend work or to leave work, for the reasons specified in clause 35: Personal Leave and clause 37: Partner Leave.
- 14.20 The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days per occasion. No payment will be paid for any period of non-attendance.
- 14.21 If a casual Employee is unavailable for work because they have carer's responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

### **Casual Employees - Conversion to Ongoing or Fixed-term Employment**

- 14.22 A casual Employee will become eligible to apply to have their employment converted to ongoing employment or fixed-term employment if they have been employed by the University on a regular and systematic basis in the same or substantially the same position in the same organisational unit either:

- (a) over the immediately preceding 12 months, during which their average weekly hours worked equalled at least 50% of the ordinary weekly hours of an equivalent employee engaged full-time; or
  - (b) over the preceding 24 months.
- 14.23 Occasional and short-term work performed by a casual Employee in another classification, job or organisational unit will not affect their eligibility for conversion or be included in determining whether they meet or do not meet the eligibility requirements.
- 14.24 The University will inform a casual Employee at the time they are engaged that they may apply for conversion if they become eligible.
- 14.25 The University will inform all casual Employees from time to time of the conversion entitlements under this clause.
- 14.26 An eligible casual Employee may apply in writing to have their employment converted to ongoing or fixed-term employment.
- 14.27 The University must respond to an application for conversion by either offering the Employee an ongoing or fixed-term position or rejecting their application within a reasonable period of time.
- 14.28 The University may not unreasonably refuse an application for conversion, however it may reject an application on reasonable grounds, including that the casual Employee:
- (a) is a student/recent student and their status as a student is relevant to their casual engagement;
  - (b) is a genuine retiree;
  - (c) is performing work which will either cease to be required or will be performed by a non-casual employee within 26 weeks of the date of application;
  - (d) is an employee or self-employed person whose primary occupation is with the University or elsewhere;
  - (e) does not meet the essential requirement of the position; or
  - (f) is engaged in work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 14.29 If their application for conversion is rejected, a casual Employee will not be entitled to apply again within 12 months, except if the rejection was based on subclause 14.28(c) and that ground ceases to apply.
- 14.30 An offer of conversion will indicate the hours and pattern of work which is as regular and continuous as is reasonably practicable, given the University's operational requirements and the Employee's previous pattern of work.
- 14.31 Conversion to ongoing employment may be for the whole year or part year if by custom and practice the work has been performed by the Employee on such basis, or otherwise as agreed by the parties to this Agreement.

#### **Apprenticeships and Traineeships**

- 14.32 The University recognises the unique benefits traineeship programs present for both the development of opportunities for early career employees and the University in developing future talent within the University, Greater Western Sydney and the broader community we serve.



- 14.33 The University may employ eligible persons under various State and Federal funded programs. The University will apply the provisions of such programs in supporting the establishment of opportunities for trainees.
- 14.34 The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the NSW Department of Education and Communities. The parties agree that the provisions of the Commonwealth Government's *Supported Wage System: Guidelines and Assessment* will apply for the duration of this Agreement.
- 14.35 Employees who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the *Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale* and the following prescribed rates:

Assessed capacity	% prescribed salary rate	Assessed capacity	% prescribed salary rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

- 14.36 The trainees will be paid a proportionate amount relevant to the level of work required in accordance with Schedule 1, taking into account periods away from work due to training.
- 14.37 Apprentices engaged by the University will be paid in accordance with Schedule 2.

#### PART D: REMUNERATION, LOADINGS AND ALLOWANCES

##### 15. PAY RATES

- 15.1 The Parties acknowledge that salaries were increased by 3% with effect from the first full pay period in April 2014 after the announcement made by the Vice-Chancellor on 1 April 2014.
- 15.2 Salaries will be increased by:
- 3% effective from the first full pay period in April 2015;
  - 3.25% effective from the first full pay period in April 2016; and
  - 3.75% effective from the first full pay period in January 2017.
- 15.3 Schedule 1 sets out the salaries for an Employee engaged full time in Levels 1-10 on certification and during the term of this Agreement, including the increases provided for by this Agreement.
- 15.4 An Employee will be entitled to progress by annual increments to the top of the relevant salary level in Schedule 1, unless the increment is withheld in accordance with clause 48: Unsatisfactory Performance, clause 49: Misconduct or Serious Misconduct or clause 50: Research Misconduct.
- 15.5 The University agrees that the effective date for the first salary increase under any agreement which replaces this Agreement will be the start of the first full pay period after the date on which the new agreement is approved by the Fair Work Commission. If the start date of the first full pay period after the date on which the new agreement is approved by the Fair Work Commission is after the

first anniversary of the effective date of the last salary increase under this Agreement ("**First Anniversary Date**"), the University will then back date the first salary increase under the new enterprise agreement to the First Anniversary Date.

## **16. SUPERANNUATION**

- 16.1 The University will make employer superannuation contributions to UniSuper in accordance with the relevant employer contribution levels as per the relevant Trust Deed and arrangements in place immediately prior to the commencement of this Agreement. If the scheme to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's salary.
- 16.2 For Employees who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (the "**State Schemes**"), the University will make employer superannuation contributions to the State Scheme to which the Employee belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that the Employee is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.
- 16.3 The University will pay to UniSuper the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge for Employees that do not qualify for a higher employer contribution under subclauses 16.1 and 16.2.
- 16.4 The University will make 17% employer superannuation contributions to the relevant scheme for a fixed-term Employee subject to the following:
- (a) the fixed-term Employee is on a second or subsequent fixed-term contract ("**Second or Subsequent Contract**");
  - (b) the Second or Subsequent Contract is for a term of 1 year or more;
  - (c) the Second or Subsequent Contract commenced immediately after the expiry of the Employee's previous contract; and
  - (d) if the Second or Subsequent Contract was in place as at the date of commencement of this Agreement, the contributions will be made from the date of commencement of this Agreement; or
  - (e) if the Second or Subsequent Contract is entered into after the date of commencement of this Agreement, the contributions will be made from the date of commencement of the Second or Subsequent Contract.
- 16.5 If an Employee (other than a casual Employee) takes a period of maternity leave without pay in accordance with this Agreement, the University will make:
- (a) 17% employer superannuation contributions; or
  - (b) employer superannuation contributions at the percentage rate at which employer contributions were made when the Employee commenced maternity leave,

whichever is the lesser, for the first 3 months of the period of maternity leave without pay based on the Employee's Base Rate of Pay at the time at which the Employee commenced maternity leave. The pro-rata provisions in subclause 37.6 will apply.

## **17. SALARY PACKAGING**

- 17.1 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 this Agreement and in lieu will pay for any of the following benefits:

- (a) superannuation, subject to the rules of the relevant superannuation fund; and/or
  - (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.
- 17.2 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 subclause;
  - (c) no laws, including all taxation laws and regulations, are breached; and
  - (d) the University may outsource administration of any additional benefit to an external provider.
- 17.3 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.
- 17.4 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.
- 17.5 An agreement under this clause will terminate if the Employee gives 8 weeks' notice of an intention to withdraw from salary packaging.
- 18. ANNUAL LEAVE LOADING**
- 18.1 An Employee, except a casual Employee or an Employee who works according to a roster which covers every day of the year, will be entitled to an annual leave loading equivalent to 17.5% of 4 weeks of the Employee's Base Rate of Pay for each full year worked.
- 18.2 An Employee (except a casual Employee) who works according to a roster which covers every day of the year will be entitled to:
- (a) the shift allowance (or other allowance paid on a regular basis in lieu thereof) that they would have received had they not been on annual leave; or
  - (b) 17.5% of 5 weeks of the Employee's Base Rate of Pay for each full year worked,
- whichever is the greater. Shift allowance will not be paid for public holidays occurring during the period of annual leave, nor for leave in lieu of public holidays worked or falling on the Employee's rostered day off.
- 18.3 Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- 18.4 The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- 18.5 An Employee, except an Employee who works according to a roster which covers every day of the year, 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.

- 18.6 An Employee who works according to a roster which covers every day of the year will be paid their annual leave loading when they proceed on leave or on retirement, resignation or termination except for termination for misconduct, based on the proportion of the leave loading year worked by the Employee.

## **19. MEAL ALLOWANCE**

- 19.1 An Employee required to work overtime will be paid a meal allowance in addition to any overtime payment if:
- (a) required to work overtime for more than 2 hours immediately after their normal finishing time, except if the overtime finishes before 6.00 pm;
  - (b) required to work overtime for more than 5 hours on a Saturday, Sunday or Public Holiday or on a rostered day off for an employee who works according to a roster which covers every day of the year; or
  - (c) required to commence duty at or before 6.00 am being at least 1 hour before the employee's usual starting time.
- 19.2 The Employee's entitlement to a meal allowance is regardless of whether or not a meal break is taken. Meal allowances paid by the University will be the same as those approved as reasonable in Australian Taxation Office rulings applicable during the term of this Agreement.

## **20. ON-CALL ALLOWANCE**

- 20.1 Because of the operational requirements of the University, some Employees other than Information Technology Services staff may be required to be rostered to be on-call to perform work outside their ordinary hours.
- 20.2 An Employee who is rostered to be on call must be contactable and available to perform the work within a reasonable period of time. The Employee may be able to do the work without having to return to their workplace.
- 20.3 Work performed whilst on-call will be overtime.
- 20.4 An Employee who is rostered to be on-call will be paid a daily allowance as set out in Schedule 3 in addition to any pay for work which might be performed by the Employee whilst on-call.
- 20.5 An Employee who is rostered to be on-call will not be paid an on-call allowance if they were not available to work because of illness or other circumstances.
- 20.6 If there is any ongoing requirement for an Employee to be rostered to be on-call, this will be included in their position description.
- 20.7 Rosters will be posted in a readily accessible place.
- 20.8 An Employee will be given at least 72 hours' notice of a change to a roster or at least 7 days' notice of a new roster.
- 20.9 Employees may swap rosters with the agreement of their Supervisor.

## **21. ON-CALL ALLOWANCE FOR INFORMATION TECHNOLOGY SERVICES STAFF**

- 21.1 In this clause, “**On-call**” means the situation in which an ITS Employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. The on-call service should not be used to cover work that can be characterised as routine or expected, or to provide non-urgent support for projects or functions that could be provided during normal business hours.
- 21.2 Participation in the on-call roster will be on a cyclical basis between defined hours and for a defined period of time.
- 21.3 Rosters will be posted in a readily accessible place.
- 21.4 Unless agreed otherwise, working on-call will be voluntary. In the absence of sufficient volunteers and Employees who have agreed to on-call arrangements, working on-call may be required subject to:
- (a) operational requirements;
  - (b) the current work arrangements of the affected Employees (being those Employees who are required to work on-call);
  - (c) the personal circumstances of the affected Employees; and
  - (d) to the extent possible, an even distribution of on-call responsibilities across the affected Employees.
- 21.5 Whilst on-call, an ITS Employee must be able to return home or attend work on short notice to carry out any required work. Should the Employee not be available to carry out the required work, the allowance will not be paid.
- 21.6 An ITS Employee who is rostered to be on-call will be paid an allowance equal to 20% of their normal Base Rate of Pay for each hour that they are on-call.
- 21.7 Where an ITS Employee is able to rectify a fault remotely and their log-in time is less than 30 minutes, the Employee will not receive an overtime payment in respect of the work.
- 21.8 Where an ITS Employee is able to rectify a fault remotely and their log-in time is thirty minutes or more, the overtime provisions prescribed in clause 23: Hours of Work will apply.
- 21.9 Where necessary, the University will provide the ITS Employee with an appropriate on-call kit, which may include suitable transport arrangements and suitable means of communication.

## **22. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE**

- 22.1 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, the Employee will be paid an allowance.
- 22.2 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.
- 22.3 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.

- 22.4 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.

## PART E: HOURS OF WORK AND WORKING ARRANGEMENTS

### 23. HOURS OF WORK

#### Ordinary Hours of Work

- 23.1 The ordinary hours of work for an Employee exclude meal breaks. Other than for an employee who is required to work all their ordinary hours of work according to a roster, the following limits apply:
- (a) for an Employee engaged full time, 35 hours a week or 140 hours per 4 week period including Saturdays and Sundays or an average of 35 hours a week including Saturdays and Sundays over a roster period where applicable;
  - (b) for an Employee engaged part time less than 35 hours a week or less than 140 hours per four week period including Saturdays and Sundays over a roster period where applicable;
  - (c) an Employee will have an average of at least 2 days off work per week;
  - (d) the ordinary hours of work per day will not normally be more than 8, which may be increased to up to 10 if after consultation with affected Employees or, if they choose, their representative (who may be an official of the relevant Union) it can be demonstrated that the introduction of a roster of up to 10 hours per day will allow the University to more effectively meet operational demands of a specific work area; or unforeseen and/or special work demands require an Employee be directed to work up to 10 hours on a particular day provided that:
    - (i) this is on not more than 2 occasions during a 2 week period;
    - (ii) the Employee is given at least 24 hours' notice; and
    - (iii) the Employee is not required to work the increased hours if they satisfy the University that they have family responsibilities or pressing commitments preventing them doing so.
- 23.2 In order to balance personal and work demands, an Employee may be permitted to voluntarily work their ordinary hours at any time Monday to Sunday, subject to operational requirements, the availability of adequate supervision and with prior written approval of the head of their organisational unit. Hours worked under these arrangements will be paid at the Employee's Base Rate of Pay.
- 23.3 An ongoing or fixed-term Employee may request reduced hours. Approval of an Employee's request will be subject to operational requirements but will not be unreasonably withheld by the University.
- 23.4 By arrangement with their Supervisor, a female Employee may vary their hours of work to accommodate breastfeeding requirements.
- 23.5 The time an Employee takes to travel from home to their home campus and return is not included in their hours of work. However, where organisational needs require the Employee to travel to another campus, or other location, any time additional to their normal travel time is included as hours of work. Travel between campuses during the day is included as hours of work.

- 23.6 All Employees up to and including HEW Level 9 are required to complete a time-sheet covering each 4 week (140 hours) settlement period.

**Rates of Pay**

- 23.7 An ongoing or fixed-term Employee will be paid at the Employee's Base Rate of Pay and a casual Employee will be paid at the Casual Rate of Pay for ordinary hours of work except that an Employee who works according to a roster will be paid the relevant shift loading under this clause in addition to the Base or Casual rate of pay.
- 23.8 An Employee engaged part-time who agrees to work hours additional to their weekly contracted hours up to, but not more than, 35 hours in a week or an average of 35 hours a week over a roster period, will be paid at the Employee's Base Rate of Pay for additional hours worked.
- 23.9 An Employee engaged part-year who agrees to work in their substantive position during a period when they would not normally work, will be paid at the Employee's Base Rate of Pay for any ordinary hours of work.
- 23.10 Hours worked in addition to ordinary hours of work will be overtime.

**Rostered Hours**

- 23.11 An Employee who works according to a roster will be paid the following shift loadings in addition to the base or casual rate of pay:
- (a) early morning shift - starting at or after 4.00 am and before 6.00 am Monday to Friday – 10% loading;
  - (b) day shift - starting not earlier than 6.00 am and before 10.00 am Monday to Friday – nil loading;
  - (c) early afternoon shift - finishing at or after 7.00 pm Monday to Friday – 10% loading;
  - (d) afternoon shift - finishing at or after 9.00 pm and before midnight Monday to Friday - 12.5% loading;
  - (e) night shift - finishing at or after midnight and before 6.00 am Monday to Friday – 15% loading;
  - (f) Saturday – any shift worked between midnight Friday and midnight Saturday – 50% loading;
  - (g) Sunday – any shift worked between midnight Saturday and midnight Sunday – 100% loading; and
  - (h) permanent night shift - any roster in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shift in each roster period – 30% loading (provided that the loading for Saturday or Sunday will be in substitution for and not in addition to this loading).
- 23.12 Work rosters will be posted in a readily accessible place and will indicate the starting and finishing times of the ordinary hours of work for each shift for each Employee.
- 23.13 An employee will be given at least 72 hours' notice of a change of shift in a roster or at least 7 days' notice of a new roster, except when the Employee is replacing another employee on unplanned absence. If because of a change of shift or roster an Employee works on a day on which would have been rostered off, they will be paid at overtime for the time worked.

- 23.14 Employees may swap shifts or rosters with the agreement of their Supervisor(s) provided that this does not involve additional shift loadings or overtime.

**Changes to regular roster or ordinary hours of work**

- 23.15 The University will consult Employees about changes to their regular roster or ordinary hours of work in accordance the relevant provisions of the Act. Employees may be assisted by a Representative for the purposes of such consultation. In consulting with Employees, the University will:
- (a) provide information to the Employees about the change; and
  - (b) invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
  - (c) consider any views about the impact of the change that are given by Employees.
- 23.16 Any change to an Employee's regular roster or ordinary hours of work will only be made with the agreement of the Employee concerned, taking into account personal circumstances and obligations under clause 43: Organisational Change.

**Overtime**

- 23.17 The University may require an Employee to work a reasonable amount of overtime, unless the Employee has reasonable grounds for not working the overtime.
- 23.18 The University will make all reasonable efforts to give at least 48 hours' notice to an Employee of any overtime to be worked.
- 23.19 Overtime rates of pay will be:
- (a) 1.5 times the base rate of pay for the first 2 hours and double the base rate of pay thereafter until the end of the overtime;
  - (b) between midnight Saturday and midnight Sunday, double the base rate of pay with a minimum payment of 4 hours, except for essential work of feeding animals and watering when the minimum payment will be 3 hours; and
  - (c) on a public holiday 2.5 times the base rate of pay with a minimum payment of 4 hours except for essential work of feeding animals and watering when the minimum payment will be 3 hours.
- 23.20 Overtime should be arranged so that, if reasonably practicable, an Employee will have 10 hours off between the work of successive days, except 8 hours will be substituted for 10 hours for overtime worked when changing shift rosters or replacing another Employee who has not reported for work. However,
- (a) if an Employee who works overtime would ordinarily commence work within 10 hours of finishing the overtime, they will not be required to report for work until they have had 10 hours off and will be paid at the base rate of pay for the time they would have normally worked in those ten hours; or
  - (b) if an Employee who works overtime is directed by the University to continue or resume work without having had 10 consecutive hours off, they will be paid at overtime rates of pay until released from duty and then have 10 consecutive hours off and will be paid at the base rate of pay for the time they would have normally worked in those 10 hours.



- 23.21 An Employee called back to the University's premises for work after leaving for the day will be paid at the appropriate overtime rate for a minimum of 4 hours. Each call will stand alone. This subclause will not apply if it is customary for an Employee to return for pre-arranged overtime or if the overtime is continuous (subject to a reasonable meal break) with the end or start of normal working time.
- 23.22 If an Employee is instructed to work overtime on a day they would normally not have been required to work and on reporting for work finds that no work is available, they will be paid 3 hours overtime at the overtime rate for that day.
- 23.23 Each day's overtime is calculated separately to the nearest quarter of an hour.
- 23.24 Where an Employee is required to work overtime, they will be entitled to payment at overtime rates as specified in subclause 23.19. Normally overtime will be paid other than in circumstances where Employee and their Supervisor agree to the Employee accruing time off in lieu of overtime as detailed in subclauses 23.25 to 23.27.
- 23.25 Time off in lieu of overtime will be equal to the hours which would have been payable. For example, 4 hours overtime worked at double time is equal to 8 hours' time off in lieu. Time off in lieu of overtime will not be unreasonably refused by the University, but must be considered in conjunction with any use of flex- leave.
- 23.26 The maximum number of hours of time off in lieu of overtime payment that may be accumulated must not exceed 35 hours.
- 23.27 Time off in lieu of overtime must be taken at a time mutually agreed between an Employee and their Supervisor and within 3 months from the time the overtime was done, or payment at the appropriate overtime rate will be made.

## **24. STANDARD WORKING HOURS**

- 24.1 Standard working hours are ordinary hours which are set and regular and include an unpaid meal break under clause 25: Meal Breaks.
- 24.2 Standard hours of work are equal to 7 hours per day / 35 hours per week / Monday to Friday (pro rata for part-time Employees) and apply to those Employees who elect not to participate in the Flexible Hours of Work Scheme under clause 32.

## **25. MEAL BREAKS**

- 25.1 An Employee will be allowed an unpaid meal break of not less than 30 minutes and not more than 1 hour for each meal unless as otherwise provided in clause 32: Flexible Hours of Work Scheme.
- 25.2 If an Employee is required by the University to work any part of their meal break, the time worked will count as part of their ordinary hours of work.
- 25.3 An Employee will not be required to work more than 5 hours without an unpaid meal break, except if the Employee works according to a roster they may, by agreement with their Supervisor, take a paid break provided they remain available for duty.

## PART F: WORKLOADS

### 26. WORKLOADS

#### Principles

- 26.1 It is in the interests of the University and its Employees to ensure that workloads are realistic and achievable within ordinary hours of work. The University does not encourage or condone a workplace culture that requires staff to work excessive hours. Whilst recognising that reasonable overtime may, from time to time, be required to meet operational needs, it is the responsibility of Supervisors to ensure that unreasonable expectations are not made of Employees and it is the responsibility of Employees to ensure that they are not working excessive hours.
- 26.2 The University will not make workload demands of Employees that are inconsistent with these principles.

#### Allocation of Workload

- 26.3 Supervisors are responsible for ensuring that workloads are fairly and equitably allocated to teams or individuals in consultation with Employees.
- 26.4 Workload allocation takes into account the Work Health and Safety principles relevant to the University;
- 26.5 Individual workloads are to be discussed and negotiated during Performance Management Reviews and monitored in accordance with subclauses 26.8 to 26.10 below;
- 26.6 Employees should not be required to work unreasonable overtime.
- 26.7 Without disrupting the operation of their work unit, an Employee should:
- (a) be able to use their flex-time credits as set out in clause 23: Hours of Work; and
  - (b) be able to take their annual leave within the limits imposed by clause 33: Annual Leave.

#### Monitoring of Workload

- 26.8 Primary indicators of unreasonable workload may include ongoing need to work excessive hours, unreasonable overtime and inability for Employees to clear accrued leave or flex credit;
- 26.9 Supervisors have a responsibility to:
- (a) monitor and review workload for signs of overwork; and
  - (b) monitor patterns of work and/or total hours worked over a given period of time, leave balances, accrued time in lieu and flex balances.
- 26.10 The Implementation Committee will, at the institutional level, monitor overtime worked, leave balances, accrued time in lieu and flex credit and may be used as a forum to facilitate consultation on matters concerning workloads.

#### Individual Workload Review

- 26.11 If an Employee is concerned with his/her workload, the Employee may request a workload review by discussing issues with their Supervisor. If the issue is not satisfactorily resolved through this process, the Employee may approach the Dean or Director of the School or work unit. If satisfactory

resolution is not achieved, the Employee may raise the issue with the Director, HR Strategy and Services.

## **PART G: CAREER PLANNING AND DEVELOPMENT**

### **27. CAREER PLANNING AND DEVELOPMENT**

- 27.1 The University is committed to providing opportunities for career planning and development through a number of initiatives including the Professional Development Program which provides a diverse range of practical and informative skill related courses designed to enhance the capabilities of people and support the implementation of the University's Strategy.
- 27.2 The University will provide Employees with a range of centrally-funded training and development opportunities, through the Organisational Development Unit and externally delivered programs related to the work of the University. In 2013, the expenditure on professional staff development was \$4,200,000. The University intends to spend no less than this amount per annum in real terms over the life of this Agreement, and will inform the Unions of the steps being taken by the University in relation to training and development generally at least twice per calendar year.
- 27.3 In recognising the importance of building the skills and professionalism of Employees and promoting a welcoming, productive and engaged workplace that achieves common ideals and goals, the University is committed to providing all Employees with:
- (a) the opportunity to be involved in the planning of their work and to develop personal skills that complement their work unit's goals;
  - (b) the opportunity to access a personal career development plan that will lead to identifiable career opportunities; and
  - (c) equity of access to training and development opportunities.
- 27.4 The University will provide opportunities for career progression by:
- (a) advertising all ongoing and fixed-term vacancies on the University website. Vacancies for positions at HEW Level 6 or below will be advertised internally in the first instance;
  - (b) advertising vacancies internally in the first instance where there is a reasonable pool of internal applicants;
  - (c) broadbanding of specified positions; and
  - (d) appointing Employees, other than casual Employees, to temporarily perform duties of a higher classified position.
- 27.5 Career and development opportunities for an individual Employee should initially be identified in discussion with their Supervisor. These may include:
- (a) on-the-job coaching;
  - (b) internal temporary transfers;
  - (c) attendance at training courses/programs or conferences;
  - (d) networking and mentor relationships;
  - (e) temporarily performing duties of a higher classified position;
  - (f) job rotation, secondments and employee exchange programs;
  - (g) research or project work;
  - (h) support for ongoing accredited education; and

- (i) involvement in internal or external committees or University governance.

27.6 The University will make funding available to support agreed career development plans.

#### **Annual Planning and Career Development Program**

27.7 A Supervisor will meet at least annually with each Employee who reports to them to discuss the planning goals and objectives of their work unit for the next 12 months and to clarify how they relate to the Employee. The Employee and their Supervisor will complete a standard planning and career development document setting out the agreed work plan and career development program for the Employee. The Supervisor will:

- (a) provide the Employee with an opportunity to meet and discuss goals, identify work priorities and clarify expectations;
- (b) assist the Employee in identifying career skill development needs in their current position and assist in identifying career development opportunities;
- (c) provide guidance and constructive feedback;
- (d) identify and support higher duties opportunities as career development; and
- (e) implement, where possible, an agreed career development program.

27.8 If an Employee is reasonably of the opinion that they are not being given training or development opportunities, they should raise the matter at the first instance with their Supervisor. If the matter is not resolved, the Employee may raise the matter with the Director HR Strategy and Services or other person nominated by the University for resolution.

27.9 The University will consult with Employees on the development of the standard planning and career development process.

27.10 The University may reimburse an Employee (other than a casual Employee) for course fees for study undertaken that provides the Employee with skills directly related to their current position, or that might reasonably be expected to be utilised within the University in the future. If the University requires an Employee to undertake training it will be regarded as part of their duties and count as time worked.

27.11 An Employee (other than a casual Employee) undertaking an approved course of formal study or training related to their work is entitled to take up to 5 hours' paid leave per week and additional paid leave to attend examinations. This time may be accumulated to a maximum of 35 hours in any semester. Arrangements for taking leave are to be agreed between the Employee and their Supervisor.

#### **Multiskilling**

27.12 The University embraces the advancement of multi-skilling where appropriate in job design and redesign, through the support of the development of a flexible workforce and employee skill development.

27.13 The University may direct an Employee to do work and use equipment as may be required within reason given the Employee's existing skill base, provided that the Employee has been properly trained and licensed and the skill competency levels required fall within the Employee's classification level.

27.14 Any direction given by the University under this clause will be consistent with the University's responsibility to provide a safe and healthy working environment.

## **28. POSITION CLASSIFICATION AND BROADBANDING**

### **Principles**

- 28.1 Every position shall be classified in accordance with the Position Descriptors set out in Schedule 4. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.
- 28.2 The following general principles apply to classification decisions:
- (a) all positions are subject to these procedures, irrespective of funding source or availability;
  - (b) the classification will be of the position not the occupant;
  - (c) classification decisions will be based on an assessment of the documentation of positions against the Position Descriptors in Schedule 4 and not extraneous information;
  - (d) the Position Descriptors will be applied consistently across positions; and
  - (e) special regard will be given to pay equity principles.
- 28.3 A position will not ordinarily be reclassified within 12 months of its last reclassification review, unless a significant restructure of the work area has taken place.

### **Classification Methodology**

- 28.4 Every position at Salary levels 1-9 will have a position description developed within the context of the work unit.
- 28.5 A position description will clearly describe a position's purpose, key functions, activities and various skills required as set out in the Position Descriptors in Schedule 4.
- 28.6 Employees will undertake the responsibilities outlined in the position description applicable to their position. An Employee will not be required to undertake duties that are not in their position description on an ongoing basis unless the Employee and their Supervisor have agreed that an application for reclassification will be made at an appropriate time based on the extra duties representing a material change in the Employee's duties.
- 28.7 If a position is one of a group of like positions across an organisational area, then any changes to that position description will be considered within the context of the whole group. The fact that a position is one of a group of like positions does not prevent that position from being considered for classification as a separate position.
- 28.8 The information in a position description will be used to classify a position according to the Position Descriptors in Schedule 4.
- 28.9 Classification will be undertaken by persons from the Office of People and Culture, trained in formal classification processes, who are nominated by the Director, HR Strategy and Services or other person nominated by the University.

### **Reclassification of Existing Positions**

- 28.10 The University will reclassify positions using the classification methodology set out in this clause. Personal or gender identifying information on the position holder will not be used to assess the position for reclassification under this clause.

- 28.11 If there is a significant change identified for a vacant position, a revised position description will be created. Any change to a vacant position will be considered within the context of its effect on related positions.
- 28.12 An Employee or their Supervisor may at any time initiate discussions regarding the currency of the employee's position description and classification level.
- 28.13 A submission for reclassification of a position can be made by the Employee, the Employee's Supervisor or by the relevant Union. Only one submission can be made in respect of a position in any 12 month period. A submission should ordinarily be made within two months of a material change to the Employee's duties.
- 28.14 If the Employee believes their existing position description is incorrectly classified and the Supervisor confirms the accuracy of the position description, the position description will be submitted to the manager with the appropriate University delegation, and if supported, will be forwarded to the authorised and trained person for reclassification.
- 28.15 If the Employee's submission under subclause 28.13 is based on the position description being inaccurate, and this submission is supported by the Employee's Supervisor, then a written submission that includes the following information must be made to the manager with the appropriate University delegation:
- (a) when the Employee's duties changed;
  - (b) reasons justifying the change in the Employee's duties;
  - (c) how the changed duties align with the requirements of the relevant work unit; and
  - (d) reasons justifying any delay in applying for reclassification.
- If the manager with the appropriate University delegation supports the written submission, then the submission will be forwarded to the authorised and trained person for reclassification.
- 28.16 If there is no agreement between an Employee, their Supervisor and the manager with appropriate University delegation regarding the currency of the Employee's position description, the Employee may then make a submission for reclassification directly to their Dean/ Director and:
- (a) if the Employee's submission is accepted by the Dean/Director, a revised position description will be developed by the Employee and their Supervisor and submitted to the authorised and trained person for reclassification; or
  - (b) if the Employee's submission is declined by the Dean/Director, reasons for the submission being unsuccessful will be restricted to a decision that the submission does not accurately describe the work being done and/or that the work is not required to be done. The Employee will be advised in writing of these reasons by the Office of People and Culture and the Employee will continue to perform work in accordance with the Employee's substantive position description.
- 28.17 The University will deal with a submission for reclassification equitably, expeditiously (no longer than 2 months from receipt) and confidentially. In the event of a delay of the evaluation of a submission beyond 2 months the University will advise the Employee of the circumstances and an estimated time for an outcome.
- 28.18 A submission for reclassification will result in a position either being reclassified to a higher level or remaining the same and the incumbent will retain the position.
- 28.19 If an occupied position is reclassified to a higher level, the new salary will be paid from the date the submission was lodged with the manager with appropriate delegation or on an earlier date as

agreed. If the higher level work is specified and agreed to commence at a future date, the new salary will be paid from a date appropriate to commencement of the higher level duties.

- 28.20 An Employee will be advised of the outcome of their submission in writing by the Office of People and Culture and the reasons if declined.

#### **Review**

- 28.21 A Classification Panel of experts in classification will be established. Membership of the Classification Panel will be reviewed annually. The Implementation Committee will nominate employees as members of the Classification Panel to the Director, HR Strategy and Services or other person nominated by the University. Classification Panel members are required to have undertaken or to undertake appropriate training in classification processes prior to active engagement in the classification process.
- 28.22 If an employee disputes the result of a submission for reclassification of their position, they may apply in writing to the Director, HR Strategy and Services for review.
- 28.23 The Director, HR Strategy and Services may:
- (a) reclassify the Employee's position, or
  - (b) refer the Employee's submission for review to 2 members of the Classification Panel (one of which must be a panel member nominated by the Implementation Committee). The Director, HR Strategy and Services will determine the appropriate classification of the position in accordance with the review.
- 28.24 If the Classification Panel is required to conduct a review under subclause 28.23(b), the Classification Panel may request relevant information about the position under review from the University, the Employee making the submission and/or the Employee's Supervisor prior to completing its review.
- 28.25 An Employee will be advised of the result of the submission, including the advice of the panel expert and the reasons for decision, in writing within one month of receipt of the submission by the Director, HR Strategy and Services.
- 28.26 A final appeal of the reclassification decision may be lodged with the University's Employment Executive Member and a final determination of the reclassification will be made within 5 working days of the appeal and supporting documentation being lodged by the Employee with the Employment Executive Member.
- 28.27 If an Employee who is required to perform additional or changed duties makes a submission for reclassification based on the position description being inaccurate and the submission is rejected at any stage of the process outlined in this clause, the Employee will not be required to perform additional or changed duties.
- 28.28 Where a submission under subclause 28.13 results in the reclassification of the Employee's position, then unless otherwise agreed by the University in light of any reasons given justifying delay pursuant to subclause 28.15(d), the reclassification and any consequential change in rate of pay will be effective from the date on which the submission was made.

#### **Broadbanding**

- 28.29 Broadbanding involves a position being assigned across more than one Salary level, as described in Schedule 4, allowing for progression from one level to the next, if certain criteria are met.

- 28.30 The intention of broadbanding is to enable an Employee who is progressively developing the skills and experience (and in some cases acquisition of or completion of qualifications) needed to perform their position at the higher band, to assume mentoring or project leader roles that involve the performance of leading or administering duties (rather than lower level duties of assisting or advising).
- 28.31 A position will be considered for broadbanding if there is ongoing work available at the higher level:
- (a) on vacancy;
  - (b) when a work area is being restructured;
  - (c) as part of the preparation for the annual career planning and development process; or
  - (d) when the parties to this Agreement agree to broadband levels for specified occupational groups.
- 28.32 The position description for a broadbanded position will include a description of:
- (a) the range of duties and/or accountabilities for the position at each Salary level, consistent with the descriptors in Schedule 4; and
  - (b) the requirements to be met to progress to the higher Salary level.
- 28.33 The University will classify a broadbanded position using the classification methodology set out in this clause.
- 28.34 An Employee appointed to a broadbanded position will be appointed to the Salary level consistent with the range of duties and accountabilities to be undertaken, provided that the Employee meets the relevant training/qualification requirements and/or experience and has the required knowledge and skills.
- 28.35 If an Employee disputes the Salary level at which they are placed, they may apply in writing to the Director, HR Strategy and Services for a review of the level. The Employee will be advised in writing of the outcome of their application, within one month of receipt of the application, by the Director, HR Strategy and Services.
- 28.36 Progression to a new Salary level within a broadbanded position will be available only when:
- (a) the requirements for progression established for the position are satisfied by the incumbent; and
  - (b) there is ongoing work available at the higher level.
- 28.37 If a group of positions is broadbanded, but there is not enough work available at the higher level for all the employees in the group, then there will be merit-based selection from amongst the employees in the group who have satisfied the requirements for progression.

## **29. HIGHER DUTIES**

- 29.1 Higher duties is a temporary measure which can be used to cover staff on leave or who are otherwise absent from duties or while recruitment action is taking place. Higher duties provide a career development opportunity for employees in accordance with clause 27: Career Planning and Development. The University will use temporary appointments to perform the duties of higher classified positions as opportunities for staff development.
- 29.2 An employee who is temporarily appointed to and satisfactorily performs the duties of a higher classified position ("**Relieving Position**") for:
- (a) at least 5 consecutive working days; or



- (b) at least 5 separate days within a two month period when the basis of the appointment does not involve consecutive working days but is regular (for example one day per week each week).

is a **“Relieving Employee”** and will be paid a higher duties allowance for the time they perform the duties of the Relieving Position.

- 29.3 A higher duties allowance is the difference between the Relieving Employee’s salary and the minimum salary of the Relieving Position.
- 29.4 If only a portion of the duties associated with the Relieving Position are performed, a pro rata relieving allowance will be paid. The proportion will equate with the proportion of the duties of the Relieving Position performed.
- 29.5 A Relieving Employee will be advised of the extent of the duties to be performed, the rate of higher duties allowance to be paid and the expected duration of the relieving period prior to the commencement of the period of higher duties.
- 29.6 For appointments to higher duties for more than 20 working days, the higher duties allowance for leave taken in the period of higher duties work will be paid provided that the allowance would have been paid but for the taking of the leave. Such leave will count as service for incremental purposes.
- 29.7 For appointments to higher duties for 20 working days or less, the higher duties allowance will only be paid for actual time worked during the relieving period and not for leave taken.
- 29.8 A higher duties allowance will be varied during the period of higher duties to take into account any changes in:
  - (a) salary for the higher classified position; and
  - (b) the proportion of duties associated with the higher position.
- 29.9 Where practicable, the opportunity to perform higher duties should ordinarily be made available to employees who have not previously had such an opportunity for career development purposes.
- 29.10 Expressions of interest will be used as the basis for filling vacancies of more than two weeks’ duration where the University has at least three weeks’ notice of the vacancy.
- 29.11 If the University expects a position to be vacant for an indefinite period, it will be internally advertised in the first instance and filled through competitive selection.
- 29.12 A Relieving Employee who has relieved for one year or more in the same Relieving Position is eligible for incremental progression in the position and for payment of the higher duties allowance on any leave taken during the further period of relief.
- 29.13 Where a relieving employee relieves in a relieving position for a period of 12 months or more, the higher duties allowance will be superannuable unless the employee expressly declines this benefit.
- 29.14 In circumstances where a period of higher duties extends beyond the original time envisaged, the relieving employee’s Supervisor will take action either to have the relieving position reviewed by the Office of People and Culture, begin recruitment action or to provide the Office of People and Culture and the relieving employee with reasons for continuing the higher duties. The relieving employee will also be advised of any revised end date for the performance of the higher duties.

- 29.15 Where a relieving employee is permanently appointed to the relieving position, they will be treated for incremental progression purposes as having been the permanent occupant of that position during the entire period of higher duties.
- 29.16 Where a relieving employee is permanently appointed to a different position at the same or higher HEW level as the relieving position, then periods of time in the relieving position(s) may be aggregated and taken into account for the purpose of incremental progression within that classification level or that of a broadbanded position.

## PART H: FLEXIBLE WORK PROVISIONS

### 30. FLEXIBLE WORK PROVISIONS

- 30.1 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. In this regard, the University recognises the possibility of work being performed in a flexible way to allow an Employee to balance personal and work commitments.
- 30.2 It is acknowledged that flexible work provisions are provided for throughout this Agreement including, but not limited to, the following clauses:
- (a) clause 6: Individual Flexibility Arrangements;
  - (b) clause 17: Salary Packaging;
  - (c) clause 23: Hours of Work;
  - (d) clause 31: Right to Request Flexible Working Arrangements;
  - (e) clause 32: Flexible Hours of Work Scheme;
  - (f) clause 35: Personal Leave;
  - (g) clause 36: Sick Leave;
  - (h) clause 37: Parental Leave; and
  - (i) clause 41: Leave Without Pay.

### 31. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 31.1 Subject to subclause 31.2, a request for flexible working arrangements may be made by:
- (a) ongoing and fixed-term Employees with at least 12 months' Continuous Service; and
  - (b) casual Employees who have been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request and have a reasonable expectation of ongoing employment on a regular and systematic basis.
- 31.2 An eligible Employee may make a request for flexible working arrangements in the following circumstances:
- (a) the Employee is the parent, or has responsibility for the care, of a child who is school age or younger;
  - (b) the Employee is a carer within the meaning of the *Carers (Recognition) Act 2010 (NSW)*;
  - (c) the Employee has a disability;
  - (d) the Employee is 55 or older;

- (e) the Employee is experiencing violence from a member of their family; or
  - (f) the Employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member's family.
- 31.3 For the purposes of subclause 31.2(f), "**Immediate Family**" means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 31.4 Flexible working arrangements may include:
- (a) changing from full-time to part-time work (and, where applicable, returning to full-time work subject to the availability of return to full-time work where a replacement Employee has been engaged);
  - (b) job sharing;
  - (c) changing start and finish times within hours of work regulated by this Agreement;
  - (d) decreasing hours of work;
  - (e) flexible working hours; and
  - (f) leave without pay.
- 31.5 A request for flexible working arrangements must be made in writing to an Employee's Supervisor and set out the details of the change sought and the reasons for the change.
- 31.6 The University will give genuine consideration to a request for flexible working arrangements.
- 31.7 The University will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or refused. If the request is refused, the University will provide reasons for the refusal.
- 31.8 The University may refuse a request for flexible working arrangements only on reasonable business grounds which include, but are not limited to:
- (a) the requested working arrangements would be too costly for the University;
  - (b) there is no capacity to change the working arrangements of other Employees to accommodate the requested working arrangements;
  - (c) it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the requested working arrangements;
  - (d) the requested working arrangements would be likely to result in significant loss of efficiency or productivity;
  - (e) the requested working arrangements would be likely to have a significant negative impact on customer service.

- 31.9 If an application for flexible working arrangements is refused by the University, the Employee may make a further application:
- (a) where the Employee's circumstances have changed; or
  - (b) after 6 months have elapsed following the initial request being made.

31.10 Information regarding the right to request flexible working arrangements will be made available on the University's intranet.

## **32. FLEXIBLE HOURS OF WORK SCHEME**

### **Principles**

- 32.1 This clause should be read in conjunction with clause 23: Hours of Work. This clause does not apply to casual Employees.
- 32.2 Whilst access to the Flexible Hours of Work Scheme ("**Scheme**") is not an automatic entitlement, flexible hours of work will be made available to all Employees subject to the requirements of the work unit. Supervisors and Employees will balance organisational and individual needs in determining individual working arrangements.
- 32.3 Participation in the Scheme is voluntary. Employees may elect to join or leave the Scheme at any time in consultation with their Supervisor, however if an Employee who has joined the Scheme elects to leave the Scheme, the Employee can only re-join the Scheme with the approval of the University.
- 32.4 Flexible hours of work provide for:
- (a) greater flexibility in working hours to assist with workloads and meeting deadlines;
  - (b) a fair recognition of time worked;
  - (c) balance between work and personal lives; and
  - (d) recognition of the need for reasonable adjustments for Employees with carer's responsibilities and/or disabilities.
- 32.5 Employees may elect, and advise their Supervisor accordingly, to work a standard 7 hour day, 35 hours per week and not take advantage of the accrual of hours provisions of this clause. However, once this election is made, approval is required from the Supervisor to change to the Scheme.
- 32.6 The Scheme allows Employees, in consultation with their Supervisor, to vary their daily starting and finishing times within the bandwidth hours, provided that:
- (a) the variation does not have a detrimental impact upon the operational needs of their work area; and
  - (b) the Employee's Supervisor approves the variation, the approval of which must not be unreasonably withheld (the Supervisor, for this purpose, is the person with delegated authority for approving leave and attendance for the Employee concerned).
- 32.7 The Scheme recognises that some Employees (for example, Employees who are required to regularly work outdoors) have operational start and finish times that place them outside the normal bandwidth and core time provisions. These Employees will not be disadvantaged by the operation of the Scheme.

- 32.8 All Employees participating in the Scheme are required to complete a timesheet covering each 4 week (140 hours) settlement period.

**Bandwidth**

- 32.9 The bandwidth for hours of work is 7:00 am to 6:00 pm Monday to Friday subject to the provisions of subclause 23.2. Bandwidth is the elapsed time between the earliest permissible starting time and the latest permissible finishing time. Time may be accrued during the bandwidth hours. Employees may choose their daily start and finish times within the bandwidth subject to the provisions of this Agreement. An Employee must not work more than five hours without a meal break.
- 32.10 An Employee who wishes to work a regular pattern of work outside the normal bandwidth provisions must seek the agreement of their Supervisor and approval from the Dean or Director of the work unit. Approvals where granted are to be notified to the Director, HR Strategy and Services or other person nominated by the University.

**Core Time**

- 32.11 The core time for hours of work is 9.30 am to 3.30 pm. This is the period during the day (excluding the meal break) when Employees are required to be on duty, unless on approved leave. Any absences during the core time period must be accounted for by flex-leave, or other approved leave.
- 32.12 An Employee who wishes to work a regular pattern outside the normal core time provisions, must seek the agreement of their Supervisor and approval from the Dean or Director of the work unit. Approvals where granted are to be notified to the Director, HR Strategy and Services or other person nominated by the University.
- 32.13 In exceptional cases (for example, urgent carer's responsibilities), where an Employee is unable to commence work until after the commencement of core time, or is unable to remain working until the end of core time, they should notify their Supervisor as soon as possible. Time lost will be debited against time credits/debits or leave entitlements.

**Meal Break**

- 32.14 A meal break of at least one half-hour and no more than 2 hours must be taken between 11.30 am and 2.30 pm with flexibility as to starting times and finishing times, subject to organisational needs. An Employee may elect to take a standard 1 hour meal break. Substantial extension of the lunch break is subject to the approval of the Employee's Supervisor.

**Settlement Periods**

- 32.15 The hours of work system is based on 4-weekly settlement periods commencing on the Friday following every second payday.

**Time Credit**

- 32.16 Where gainful work is available, an Employee may accrue work time credit for those hours worked in excess of 7 hours per day, provided that there is an operational need for the additional hours to be worked and the Employee's Supervisor approves the working of the additional hours. The Supervisor's approval may be given with respect to such period(s) as may be appropriate and must not be unreasonably withheld. Any amount of time worked in excess of these hours is time credit unless it is paid overtime. Time credit is accrued on an hourly basis and is not accrued at overtime rates.
- 32.17 At the end of a settlement period a maximum of 14 hours' credit may be carried forward to the next settlement period. Time credit in excess of 14 hours will be forfeited other than in circumstances where the Employee has been directed not to take flex-leave due to organisational needs. In such

cases, untaken time in excess of 14 hours may be carried over to the next settlement period (refer to: Carryover below).

**Time Debit**

- 32.18 Any amount of time less than 140 hours worked in a settlement period is time debit. Time debit less than 14 hours is carried forward to the next settlement period. Time debit in excess of 14 hours at the end of each settlement period will be debited against annual leave or leave without pay as appropriate.

**Carryover**

- 32.19 A distinction is made between the accrued hours that may be carried forward into the next settlement period and the flex-leave that may, under the circumstances described in the subclauses below, be carried over to the next settlement period.
- 32.20 A maximum of 14 hours' time credit may be carried forward into the next settlement period.
- 32.21 A maximum of 14 hours' time debit may be carried forward into the next settlement period. Debit in excess of 14 hours must be accounted for by approved leave.
- 32.22 In exceptional circumstances (such as peak work periods) and with the approval of the Dean or Director of the work area, Employees may be directed not to take flex-leave for which time has been accrued in a particular settlement period. In these cases, flex-leave of up to 2 days may be carried over to the next settlement period on the condition that the Supervisor and Employee agree to a strategy to ensure that the Employee reduces their accrued work time. Where carryover into the next settlement period has been approved, such carryover of accrued flex-days is separate to the maximum permitted 14 hours carry forward referred to above.

**Flex-leave**

- 32.23 Flex-leave is the taking of time credits accrued under the Scheme as agreed between the Employee and the Supervisor.
- 32.24 Supervisors must ensure that Employees are able to take their flex-leave.
- 32.25 In normal circumstances (meaning during the day to day working of the University), up to 14 hours' (2 days') flex-leave per settlement period may be taken where organisational needs allow. The provisions of subclause 32.27 will apply.
- 32.26 In circumstances where an Employee has been directed not to take flex-leave due to organisational needs (such as during peak work periods), the untaken leave will be banked to be taken in the next settlement period or the settlement period(s) subsequent to that, subject to the provisions of subclause 32.27(k) and subclause 32.28.
- 32.27 In managing flex-leave, the following provisions must be adhered to:
- (a) to allow for planning and organisational management, Employees must obtain their Supervisor's approval in advance when wishing to take flex-leave;
  - (b) requests for flex-leave will not be unreasonably refused;
  - (c) flex-leave is to be taken on an hour for hour basis and is not accrued at overtime rates;
  - (d) the needs of the organisational work unit must be taken into account when planning work and flex-leave arrangements. Employees must ensure that leave proposals are discussed with their Supervisor;

- (e) flex-leave may be taken on consecutive days, but more than 2 consecutive days can only be taken with the specific approval of the Supervisor;
- (f) Employees cannot expect always to take their flex-leave on a Friday or Monday. In the interest of ensuring the continued effective operation of the work area, other days of the week may be agreed;
- (g) it is not necessary for Employees to have a credit balance when taking flex-leave, however flex-leave can only be taken in advance of accrual with the approval of the relevant Dean or Director or their nominee;
- (h) flex-leave may be taken in units of full days or half days, based on a 7 hour day;
- (i) when taking half-day flex-leave, at least 3 ½ hours must be worked before or after the taking of the flex-leave, that is, a period equal to half the Employee's daily contract hours must be worked within the bandwidth, either before or after taking the half-day flex-leave;
- (j) half-day flex-leave may be taken in conjunction with half-day annual leave, leave without pay, special leave, bereavement leave, family and cultural leave or study leave, so as to cover a full day's absence from duty; and
- (k) in any given settlement period, Supervisors must give reasonable notice when requesting that an Employee not take flex-leave due to organisational needs. Where such needs prevent the normal taking of flex-leave, these hours (maximum additional 14 hours) will be carried over to the next settlement period. The Employee will not lose the accrued flex-leave, but must be allowed to take the flex-leave in the subsequent settlement period. If this is not possible due to exceptional organisational needs, subclause 32.28 will apply.

32.28 In exceptional circumstances, in addition to the provisions at subclause 32.27, the following will apply:

- (a) in cases where, because of continued organisational needs, Employees are not permitted to take the flex-leave referred to in subclause 32.27(k), a case must be made to the Director, HR Strategy and Services or other person nominated by the University, through the Dean or Director of the School or work unit, for the Employee to carry over the untaken flex-leave (up to 2 days per settlement period) to the following settlement period;
- (b) if, due to continued organisational needs, an Employee is still unable to take the untaken flex-leave (up to 2 days per settlement period) during this subsequent settlement period, the leave will not be forfeited. Unless alternative arrangements have been made in accordance with subclause 32.28(a) for the Employee to continue to carry over the accrued flex-leave for a further settlement period, the untaken flex-leave (up to 2 days for each settlement period) will be paid out at ordinary time to the Employee.

32.29 Where an Employee gives notice of resignation or retirement they must, in consultation with their Supervisor, clear all flex-leave or credit hours. If the flex-leave or credit hours cannot be cleared due to organisational needs, the hours will be paid out to the Employee at ordinary time. Any debit hours will be deducted from the Employee's accrued annual leave.

#### **Overtime**

32.30 Subclauses 23.17 to 23.27 outline the overtime provisions of the University.

32.31 Time worked to accumulate flex credits or to extinguish debits will not attract overtime payments.

- 32.32 Overtime is not generally applicable for time worked inside the bandwidth period (that is, 7.00am to 6.00pm). However, where the University requires an employee to work over and above their agreed individual working arrangements, overtime will be paid even if this is within the bandwidth period. In circumstances where the overtime is within the bandwidth period, this must be approved by the Dean or Director of the School or work unit or their delegate.

**Time Off in Lieu of Overtime (“TOIL”)**

- 32.33 Time in lieu is a term that only applies to approved overtime where the University grants to the Employee time off at overtime rates in lieu of the overtime payment. It does not refer to excess accumulated flexible hours.

**Approved Leave and Public Holidays**

- 32.34 When approved paid leave is taken or public holidays occur, the standard hours in a day (that is, 7 hours) are to be credited for each such day.
- 32.35 Employees may only claim time credits for a public holiday where the holiday falls on a day that is their normal work pattern. Work pattern days are not to be varied to enable the employee to gain time credit for public holidays.

**Changed Arrangements**

- 32.36 Where it is evident that individual Employees are not able to work successfully within the Scheme, the Supervisor will discuss the issue with the Employee to resolve the matter.
- 32.37 Where there are changed organisational and operational requirements for the area of work that may affect the hours worked by affected Employees, clause 44: Organisational Change will be followed. The University will consider, amongst other things, Employees’ family, carer’s and disability needs and will include these considerations within its decision making.

**Shiftwork**

- 32.38 Employees who work under set 5 or 7 day rosters receive the appropriate shift allowances and may accrue time credit in accordance with the shift roster.
- 32.39 For those Employees who are required to work designated shifts from time to time, any additional hours accrued on shift days for the purpose of flex-leave will not attract a shift penalty.

**Monitoring and Review of the Scheme**

- 32.40 The Implementation Committee will monitor the operation of the Scheme.

**PART I: LEAVE ENTITLEMENTS**

**33. ANNUAL LEAVE**

**Eligibility and Entitlements**

- 33.1 An Employee, except a casual Employee or an Employee who works according to a roster which covers every day of the year, is 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.



- 33.2 An Employee (except a casual Employee) who works according to a roster which covers every day of the year, is entitled to 5 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.
- 33.3 If an Employee has been absent from work on leave without pay for more than a total of 5 working days 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.
- 33.4 While an Employee is on any form of leave on half pay, their accrual of annual leave will be half the ordinary rate.
- 33.5 Annual leave will accrue daily.
- 33.6 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been incapacitated while on annual leave, the University will re-credit the Employee with an equivalent period of annual leave.
- 33.7 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 subject to the provisions of clause 29: Higher Duties.
- 33.8 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**

- 33.9 By agreement between the Employee and their Supervisor, 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. Supervisors have a responsibility to facilitate leave planning and the ability for Employees to take leave.
- 33.10 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.
- 33.11 During each calendar year, an Employee must take annual leave of at least 15 working days in any approved pattern unless the Employee has insufficient paid leave available. A deferral of this requirement may be approved by the University in special circumstances or to enable an Employee to take an extended period of annual leave, provided that 30 working days' annual leave is taken within 2 years.
- 33.12 Where an Employee has accrued annual leave of 30 working days or more, the University may direct the Employee in writing to take up to one-quarter of the Employee's accrued leave entitlement at a time mutually convenient to the Employee and the University, but not more than 3 months from the date on which the direction is given.
- 33.13 The University, giving at least 2 months' written 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.
- 33.14 Without limiting subclause 33.13, in respect of any shutdown period occurring in the week of 25 December and the week of New Year's day, the University may direct an Employee to take annual leave on the working days that fall within the shutdown period, other than on working days that are:

- (a) public holidays (including any days proclaimed as substitute public holidays); and/or
- (b) Concessional Day(s) granted by the University.

33.15 Employees (other than casual Employees) who are directed to attend for duty on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their Supervisor.

33.16 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.

#### **34. LONG SERVICE LEAVE**

##### **Eligibility**

34.1 For Employees other than casual Employees and subject to subclause 34.3, continuous service is service, without a break of more than 2 months on any one occasion, with the University.

34.2 For ongoing and fixed-term Employees continuous service includes service, without a break of more than 2 months on any one occasion, with any other Australian higher education institution which grants transferability of service for long service leave purposes to Employees employed under this Agreement and any entity of the University in which the University has more than a 50% controlled 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; and
- (d) the Employee is not appointed short-term to the University, however if the Employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.

34.3 For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee's prior casual service with the University, provided that the casual service was:

- (a) performed on a regular and systematic basis;
- (b) for a minimum period of 12 months without a break of more than 2 months on any single occasion; and
- (c) immediately in conjunction with the period of ongoing or fixed-term employment.

34.4 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 of up to 6 months will count as service after completing 10 or more years' service, but if a

period of leave without pay is for more than 6 months, the whole of the period of leave without pay will not count as service; and

- (b) any period of leave for service in the Australian Defence Force will count as service.

#### **Entitlements**

34.5 An Employee will be entitled to long service leave as follows:

- (a) after 10 years' continuous service: paid leave of 3 months at the Employee's Base Rate of Pay or 6 months at half the Employee's Base Rate of Pay, and then a proportionate amount of leave on this basis for continuous service of between 10 and 15 years;
- (b) after 15 years' continuous service: paid leave of 4.5 months at the Employee's Base Rate of Pay or 9 months at half the Employee's Base Rate of Pay, and then 2.5 months at the Employee's Base Rate of Pay or 5 months at half the Employee's Base Rate of Pay for each completed 5 years of continuous service; and
- (c) Employees engaged on a part-time basis and Employees with a combination of full-time and part-time service are entitled to long service leave on a pro-rata accrual basis.

34.6 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.

34.7 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.

34.8 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 re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service.

34.9 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**

34.10 An Employee who is entitled to long service leave may take all or part of it at the time of their choosing if they give the University 6 months' written notice, or the University agrees to a shorter period of notice.

34.11 If an Employee has a long service leave entitlement of more than 4.5 months, the University may give the Employee 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 Employee's 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 subclause;
- (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 subclause.

### **35. PERSONAL LEAVE**

35.1 Personal leave may be granted to assist Employees (other than casual Employees) to achieve a work life balance. Personal leave acknowledges that Employees of the University are also members of families and communities and have commitments not related to work.

35.2 In addition to the personal leave available in accordance with this clause, Employees may use available annual leave or long service leave, or leave without pay for personal reasons, or make application for flexible hours of work. The University expects Supervisors to be sensitive and flexible in making arrangements for Employees to attend to personal matters.

35.3 An Employee, other than a casual Employee, is entitled to up to 6 days' personal leave without loss of pay in any 12 month period and may also use up to a maximum of 10 days of their sick leave entitlement in any 12 month period:

- (a) to meet family, cultural, religious or special needs in accordance with the NSW Premier's List of Days of Religious Significance for Multicultural NSW;
- (b) to care for a dependent or a member of their Immediate Family or household who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
- (c) on account of the death of a member of their Immediate Family or household.

35.4 For the purposes of this clause, "**Immediate Family**" 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; or
- (c) a member of the Employee's household.

35.5 An Aboriginal and Torres Strait Islander People 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.

35.6 An Aboriginal and Torres Strait Islander People Employee, other than a casual Employee, is entitled to up to a maximum of 10 days' leave without pay in any 12 month period for the purpose of fulfilling cultural/ceremonial obligations

35.7 An Employee must give notice to the University of the Employee's intention to take personal leave. Such notice:

- (a) must be given to the University as soon as practicable; and

(b) must advise the University of the period, or expected period, of the leave.

35.8 An Employee who has given the University notice of their intention to take personal leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reasons specified below.

35.9 An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

### **36. SICK LEAVE**

36.1 An Employee, except a casual Employee, is entitled to take sick leave in accordance with this clause if the Employee:

- (a) is unable to work because of personal illness or incapacity; or
- (b) requires leave in order to attend a Medical Appointment during the Employee's working hours and provides, as soon as reasonably practicable after attending the Medical Appointment, proof of attendance; and
- (c) is not receiving workers' compensation benefits for that illness or incapacity or attendance.

36.2 In respect of subclause 36.1(a), an Employee must provide the University with a medical certificate which states they are unfit for work;

- (a) for all periods of sick leave taken in their first 3 months of service; and
- (b) when the Employee is absent for more than 3 consecutive working days.

36.3 In respect of subclause 36.1(b), proof of attendance at a Medical Appointment may include the provision of a medical certificate, a letter from the Registered Health Practitioner who the Employee attends, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment or Appointments in the future.

36.4 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 accrue sick leave entitlements on a pro rata basis.

36.5 If an Employee is absent in any 12 month period due to:

- (a) illness or incapacity;
- (b) attendance at a Medical Appointment; or
- (c) a combination of both,

for a total of more than 5 occasions of one day or more without a medical certificate or proof of attendance, the University may notify the Employee that they must produce a medical certificate or proof of attendance at a Medical Appointment for all such absences for the next 12 months following the date of notification.

36.6 An Employee who is, or will be absent from work because of personal illness or incapacity or the need to attend a Medical Appointment will, as soon as is practicable inform the University of their inability to attend for work (or, in the case of a Medical Appointment, their intended absence from work), and indicate the estimated duration of the absence. The University will protect the privacy and maintain confidentiality of information given by an Employee.

- 36.7 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.
- 36.8 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 which states they are unfit for work. Periods of unpaid sick leave will count as service for all purposes.

### **37. PARENTAL LEAVE**

- 37.1 Parental leave consists of:
- (a) maternity leave taken by an Employee in connection with her pregnancy or birth of her child;
  - (b) adoption leave taken by an Employee in connection with the adoption of a child;
  - (c) foster parent leave for fostering a child on long term placement; or
  - (d) 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).
- 37.2 An Employee should apply for parental leave at least 4 weeks in advance and provide 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.
- 37.3 An Employee entitled to parental leave may in addition take any other form of leave to which they are entitled.

#### **Maternity Leave**

- 37.4 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 leave without pay 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.
- 37.5 If an ongoing or 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.
- 37.6 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.
- 37.7 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.
- 37.8 An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child.
- 37.9 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.

- 37.10 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.
- 37.11 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**

- 37.12 An ongoing or 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 leave without pay 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.
- 37.13 If an ongoing 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.
- 37.14 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.
- 37.15 Adoption leave may commence immediately prior to the date of placement of the child being adopted.
- 37.16 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**

- 37.17 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% 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.
- 37.18 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.
- 37.19 Where an Employee works reduced hours at any time following their return to work from a period of maternity or adoption leave, the rate of pay at which any subsequent period of paid maternity or adoption leave will be provided will be based on the average rate of pay received by the Employee:
- (a) in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or

- (b) during the period since the Employee returned from the earlier period of maternity or adoption leave,

whichever is less.

- 37.20 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 or reduced hours because of her pregnancy, she is entitled to return to her original position and/or original hours. If their position is to be deleted or significantly changed while the Employee is on maternity or adoption leave, the 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 43: Organisational Change.
- 37.21 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.
- 37.22 The University will not deny a casual Employee re-employment because they are pregnant or have been absent on maternity or adoption leave.
- 37.23 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**

- 37.24 If an ongoing or 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.
- 37.25 Foster parent leave may commence from the time that the child enters an Employee's care.

#### **Partner Leave**

- 37.26 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 will be entitled to partner leave in accordance with the Act and subclause 14.19.
- 37.27 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.
- 37.28 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**

- 37.29 Any public holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.



- 37.30 An Employee on parental leave may elect to be paid as a lump sum at the commencement of the leave.
- 37.31 Paid parental leave will count as service for the accrual of annual leave.
- 37.32 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. 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 leave without pay will not count as service.
- 37.33 Unpaid maternity leave will count as service for incremental progression.
- 37.34 Paid parental leave will count as service for incremental progression.

#### **Federal Government's Paid Parental Leave Scheme**

- 37.35 The University and the Unions will review the impact of the Federal Government's Paid Parental Leave Scheme when full details of that scheme have been finalised.

### **38. JURY SERVICE AND WITNESSES**

- 38.1 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.
- 38.2 An ongoing or fixed-term Employee who is 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 who is 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.

### **39. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE**

- 39.1 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; and
  - (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.
- 39.2 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.
- 39.3 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.

#### **40. EMERGENCY SERVICES CALL OUT LEAVE**

- 40.1 Any Employee who is a member of a voluntary Emergency Services organisation which is an accredited organisation defined within the *State Emergency and Rescue Management Act 1989 (NSW)* as amended to assist in firefighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the *State Emergency Service Act 1989 (NSW)*.
- 40.2 Reasonable paid leave may also be granted to undertake training required by the accredited organisation.
- 40.3 To be eligible for paid leave under this clause, an Employee must provide their Supervisor with evidence they were required to attend relevant training or required to attend an emergency situation.
- 40.4 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 Service Act 1989 (NSW)*.

#### **41. LEAVE WITHOUT PAY**

- 41.1 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.
- 41.2 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 clause 35: Personal Leave; and
  - (d) professional development.

Confidentiality will be maintained in relation to reasons for requests for leave without pay.

- 41.3 The granting of any extended leave without pay will be dependent on prior satisfactory service.
- 41.4 In considering an application for leave without pay, the University will not unreasonably withhold its consent.
- 41.5 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's work unit.
- 41.6 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.
- 41.7 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.
- 41.8 An Employee must notify the University of any change 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.

41.9 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.

41.10 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.

## **42. FAMILY VIOLENCE**

42.1 The University agrees to the availability of certain practical measures to assist Employees who are experiencing family violence.

42.2 Employees who are experiencing family violence may access their personal/carer's leave for the purpose of attending related appointments or commitments and the University may grant additional paid leave to an Employee. Flexible working arrangements may also be available under clause 31: Right to Request Flexible Working Arrangements.

## **43. PUBLIC HOLIDAYS**

43.1 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 part day declared or prescribed by or under a law of New South Wales in that part of the State at or from which the Employee performs work; and a day between Christmas Day and New Year's Day in lieu of the Bank Holiday.

43.2 If a public holiday occurs on a rostered day off of an Employee who works according to a roster and they do not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed between the Employee and their Supervisor. Instead of granting an additional day's leave the University may pay the Employee an additional day's pay at their Base Rate of Pay.

## **PART J: MANAGING CHANGE**

### **44. ORGANISATIONAL CHANGE**

44.1 Security of employment is important for the University to function effectively, achieve its strategic goals and enhance quality, however the Parties recognise change as a normal activity within the operational context of the University.

44.2 The University will consult with Employees directly affected by proposed significant organisational change, including those Employees on leave or secondment. Employees are directly affected if the change is likely to have a significant impact on their work practices, working conditions and/or employment prospects.

44.3 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; introduction of significant technological change; changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of staff; significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units; relocating directly affected Employees to another campus; and a significant

reduction in employment or significant adverse impact on employment opportunities (including redeployment).

- 44.4 For successful implementation of organisational change there needs to be-consultation. Consultation means:
- (a) the sharing of relevant information with employees and the Unions;
  - (b) directly affected Employees being given the opportunity to express their views and to contribute in a timely fashion; and
  - (c) the views of directly affected Employees and the Unions being valued and taken into account by the University.
- 44.5 The Parties acknowledge that many changes that take place in the workplace can be relatively minor and consequently will be addressed at the workplace level through direct local discussion with individual directly affected Employees and/or the work unit. In cases of a proposed minor change, a formal change process will not apply where all Employees in a work area directly affected by minor change have been involved in discussion and consideration of the change, and all of those Employees agree with the proposed change.
- 44.6 If directly affected Employees advise the University, either directly or through their Union Representative, that they do not agree with the proposed minor change, the formal change process will then commence.
- 44.7 The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under the operation of this clause unless a decision taken as part of academic planning leads to a proposal for significant change.
- 44.8 The University will discuss with directly affected Employees issues that might lead to change before developing a change proposal. Such discussions may include the preparation of an issues paper which would be made available to directly affected Employees of the work unit prior to the development and release of a formal change proposal.
- 44.9 The following processes will be adopted when significant change is being proposed by the University.
- 44.10 Employees directly affected who are members of the Unions party to this Agreement, may choose to seek the advice, representation and support of their Union during consultation.
- 44.11 The University will develop a written change proposal using the following template if significant organisational change is proposed.
- 44.12 A change proposal will cover:
- (a) type and nature of change;
  - (b) reason(s) for the change, including any financial reason(s);
  - (c) current staffing profile and/or current location;
  - (d) proposed staffing profile, and proposed location changes;
  - (e) impact on Employees and their work 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) financial impact; and
  - (k) proposed implementation plan, including indicative timeframes and any transitional arrangements.
- 44.13 A change proposal will be sent to all directly affected Employees and Unions of affected Employees, including those on leave or secondment, allowing at least 2 weeks for feedback.
- 44.14 An Employee occupying a position proposed to be discontinued may provide a submission directly to the Employment Executive within the consultation period about the proposed changes relating to the position they occupy. The Employment Executive will consider the Employee's submission and make a decision about the proposed discontinuation of the position within 7 days and advise the employee of the outcome of this review.
- 44.15 As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees and the relevant Union/s. Where practicable, consultation will take the form of face to face meetings.
- 44.16 Following consultation and taking into account feedback from directly affected Employees, the University will finalise the change proposal.
- 44.17 The University will distribute the approved final change plan, together with a Management Response document to all directly affected Employees before implementing the plan.
- 44.18 The University will consult with directly affected Employees and the Union about the process of implementation of, and transition to, the change plan, including any measures identified in subclause 44.19.
- 44.19 If a change plan involves a reduction in the number of ongoing Employees, the University will use the following measures to mitigate any negative consequences for directly affected Employees:
- (a) natural attrition;
  - (b) voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;
  - (c) voluntary transfer to another work unit;
  - (d) voluntary secondment;
  - (e) pre-retirement contracts;
  - (f) voluntary position swaps;
  - (g) voluntary leave without pay;
  - (h) voluntary taking of long service leave.
- 44.20 Retrenchment will be used as a last resort after the University has explored the above options with directly affected Employees. When retrenchment is determined the University will make available, upon the request of an affected ongoing Employee, career transition services to an agreed service level.

#### **Restructuring**

- 44.21 Where the University undertakes restructuring, subclauses 44.19 to 44.28 of this clause will be followed in that order.
- 44.22 Where:

- (a) a work unit is restructured; and
- (b) there are the same or fewer numbers of directly affected ongoing Employees as there are substantially the same positions in the new structure; and
- (c) a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;

the Employee will be entitled to continue their employment with the University in that position.

- 44.23 If a work unit is restructured and there are more directly 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 directly affected ongoing Employees.
- 44.24 Within 20 working days of receiving an expression of interest in redundancy from an Employee, the University will advise the Employee in writing whether or not a redundancy may be offered.
- 44.25 If voluntary redundancy is offered to an Employee who expresses interest the conditions under clause 46: Redeployment and Redundancy will then apply.
- 44.26 If after calling for expressions of interest in redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will fill the positions using merit-based selection processes from among the group of directly affected ongoing Employees.
- 44.27 A directly affected ongoing Employee who is not placed or successful in merit-based selection will become an “**eligible employee.**”
- 44.28 The University may place an eligible employee in a new or vacant position in the new structure if the position is suitable and the eligible employee agrees to the placement, such agreement not to be unreasonably withheld. A suitable position is one for which the eligible 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 eligible employee’s previous position. The process of placement will be supported by a centrally administered capability assessment process.
- 44.29 If an eligible employee agrees, the University may place them in a new or vacant position at a lower level in the new structure with salary maintained for all purposes at the level of their previous position for 12 months, after which it will be reduced to the maximum salary step of the position.
- 44.30 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 determine placement.
- 44.31 An eligible employee who is not placed will become a displaced employee and the conditions in clause 46: Redeployment and Redundancy will apply.

#### **Relocation**

- 44.32 If, following the approval to restructure their work unit, an ongoing or fixed-term Employee is placed in a position in the new structure at a different location from that of their previous position and this would result in an unreasonable increase in travel, costs or create an unreasonable impact on family responsibilities, the University will then 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, their Union and the University.

44.33 Relocation options, other than a voluntary position swaps, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become a displaced employee.

#### **45. JOB SECURITY AND OUTSOURCING**

45.1 Job security is important for the University to function effectively and achieve its strategic goals.

45.2 The University recognises the value of attracting, developing and retaining high quality staff on merit on a continuing employment basis and will initiate and pursue active programs within the term of this Agreement to:

- (a) maintain overall levels of employment at the University over the life of this Agreement; and
- (b) reduce systemic long term casualisation.

45.3 The University will not increase the use of casual employment at the expense of ongoing employment.

45.4 In the case of forecast reductions in workforce, the University will discuss with affected ongoing and fixed-term Employees issues that might lead to redeployment or redundancy before developing a formal change proposal. Such discussions may include the preparation of an issues paper which would be made available to affected Employees of the work unit prior to the development and release of a formal change proposal.

45.5 In the event of workforce reduction, job security will be supported and facilitated by the following measures:

- (a) pro-active case management of notified ongoing displaced Employees, with retrenchment being a last resort;
- (b) use of redeployment in consultation with the affected Employee and their nominated representative, who may be an official of the relevant Union;
- (c) natural attrition;
- (d) voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;
- (e) voluntary transfer to another work unit;
- (f) voluntary secondment;
- (g) pre-retirement contracts;
- (h) voluntary position swaps;
- (i) voluntary leave without pay;

- (j) voluntary taking of long service leave.

### **Outsourcing**

- 45.6 A proposal for Outsourcing work will not be justified primarily on the basis that an outside provider has lower rates of pay than the University.
- 45.7 The University will adhere to the requirements of the Act in relation to proposed Outsourcing.
- 45.8 If Outsourcing is proposed, the University will follow the provisions as outlined in clause 44: Organisational Change. This will involve the preparation of a discussion paper (under subclause 44.8) prior to the development of an organisational change proposal that includes the provision of evidence to support the case for Outsourcing as per subclause 44.11(f), and provide the opportunity to assess the proposal and present alternatives including the training and development of existing directly affected Employees.
- 45.9 Where an ongoing or fixed-term Employee is displaced as a result of Outsourcing, the Employee will be entitled to the payment prescribed by subclause 46.25.
- 45.10 The Implementation Committee will receive reports on any proposal for Outsourcing and provide advice on the implementation of this clause.

## **PART K: REDEPLOYMENT AND REDUNDANCY**

### **46. REDEPLOYMENT AND REDUNDANCY**

#### **Displaced Employees**

- 46.1 Organisational change may result in an ongoing Employee becoming a displaced employee because they are no longer able to be gainfully employed in the type of work in which they were engaged, provided that an Employee is not displaced if there are minor changes to the job or where there are changes to duties in accordance with the multi-skilling provisions contained in clause 27: Career Planning and Development.
- 46.2 Where positions are identified as discontinued in Organisational Change, affected position holders will have access to calculations of estimated redundancy entitlements.
- 46.3 Where a directly affected Employee expresses an interest in voluntary redundancy and that interest is approved for consideration by the Dean or Director of the School or work unit, a detailed estimate of the Employee's redundancy entitlements including taxation, annual and long service leave entitlements will be provided by the University.
- 46.4 The University will advise a directly affected 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.
- 46.5 The University will fulfil its obligations to displaced Employees under the relevant provisions of the Act, including mitigating the likelihood of retrenchment (where practicable) within the provisions of this Agreement and where appropriate, in relation to the Employee's stated wishes, the University will:
  - (a) discuss with a displaced Employee their options regarding redeployment or redundancy ;  
and
  - (b) pro-actively case manage and consult with the displaced Employee.



- 46.6 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 (which may include relevant and specifically targeted short term training programs).
- 46.7 If the University proposes transferring an ongoing or fixed-term 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, the Employee will have access to the redundancy and redeployment provisions contained in this clause;
  - (c) if an Employee wishes to move to an outside organisation, the University will facilitate the move on a short-term trial or secondment, during which time the University will maintain the Employee's conditions of employment as per this Agreement. The Employee will have access to the redundancy and redeployment provisions contained in this clause at the end of the short-term trial or secondment if the short-term trial or secondment does not result in the Employee being employed by the outside organisation.

#### **Redundancy**

- 46.8 Within 10 working days of receiving advice that they are displaced, an Employee will advise the University whether they elect redundancy.
- 46.9 A displaced Employee who elects redundancy should seek independent advice on taxation and superannuation.
- 46.10 A displaced Employee who elects redundancy will be entitled to:
- (a) notice payment equal to 20 weeks at their Base Rate of Pay; and
  - (b) payment equal to 3 weeks at their Base Rate of Pay for each completed year of continuous service to a maximum of 60 weeks; 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.
- 46.11 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**

- 46.12 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.
- 46.13 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.
- 46.14 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;

will be entitled an extra 4 week period of redeployment.

- 46.15 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.
- 46.16 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.
- 46.17 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.
- 46.18 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.
- 46.19 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.
- 46.20 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.
- 46.21 A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.
- 46.22 The University is committed to providing reasonable time and resources for retraining.

#### **Retrenchment**

- 46.23 A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by casual employee/s that could be reallocated to them as an ongoing full-time or part-time workload, provided that the displaced Employee must be suitably qualified and have the capacity to perform the work and/or could be retrained within a reasonable period of time to perform the work.
- 46.24 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 at their Base Rate of Pay; and
  - (b) payment equal to 3 weeks at their Base Rate of Pay for each completed year of continuous service up to a maximum of 60 weeks.
- 46.25 If a retrenched Employee, as described in subclause 46.24 above is displaced as a result of outsourcing, the following entitlements will apply in lieu of the entitlements described in subclause 46.24:
  - (a) payment equal to 8 weeks at their Base Rate of Pay. This payment will be increased to payment equal to 10 weeks at their Base Rate of Pay if the Employee is aged 45 years or older, or has in excess of 15 years continuous service with the University; and

- (b) payment equal to 4 weeks at their Base Rate of Pay for each completed year of continuous service up to a maximum of 60 weeks.

#### **Funding for Redeployment, Redundancy and Retrenchment**

- 46.26 The funding for retraining, redeployment, redundancy and retrenchment will be from a central University fund or provisioning provided for by the relevant Division, School, Unit or Centre budget.

### **PART L: ILL HEALTH OR INJURY**

#### **47. MANAGING ILL HEALTH OR INJURY**

##### **Application**

- 47.1 The University acknowledges the importance of managing an Employee's return to work from ill health or injury within the framework outlined in this clause and in the context of the parties' legal obligations.
- 47.2 The procedures outlined in this clause apply to all Employees with the exception of:
- (a) casual employees; and
  - (b) an Employee who has applied for, and been granted, an ill-health retirement or temporary disability benefit by the Employee's superannuation fund.
- 47.3 For the avoidance of doubt, nothing in this clause precludes an Employee from applying to the Employee's superannuation fund for ill-health retirement or a temporary disability benefit.
- 47.4 If an Employee makes an application to the Employee's superannuation fund for ill health retirement or temporary disability benefit which is supported by the University, the operation of the procedures outlined in this clause and any steps taken under those procedures will be suspended pending the determination of that application and will not apply if the application is accepted by the superannuation fund. If the application is not accepted by the superannuation fund, the operation of the procedures outlined in this clause and any steps taken under those procedures will resume.
- 47.5 Where it is unlikely that an ongoing or fixed-term Employee will be able to perform or resume their duties within a reasonable period of time, the Director, HR Strategy and Services or other person nominated by the University will case manage the process.

##### **Procedures**

- 47.6 The University may require an Employee to undergo an examination ("**Medical Examination**") by an independent medical practitioner or specialist nominated by the University where:
- (a) the Director HR Strategy and Services or other person nominated by the University reasonably considers that the Employee's ability to perform or resume their duties is in doubt because of the Employee's illness or injury and it is unclear whether the employee will be able to perform or resume those duties within a reasonable period of time; or
  - (b) the Director HR Strategy and Services or other person nominated by the University reasonably considers that the health, safety or welfare of the Employee and/or other Employees and/or students may be at risk of being adversely affected by the Employee's illness or injury.
- 47.7 An Employee who is required to undergo a Medical Examination under subclause 47.6(b) may be placed on sick leave or elect to utilise some other form of accrued leave pending conclusion of the procedures prescribed by this clause.

- 47.8 Where an Employee is required to undergo a Medical Examination:
- (a) the University will provide the Employee with at least 2 weeks' written notice of the Medical Examination unless there is concern regarding imminent harm to the Employee or others, in which case the Employee will be required to attend the Medical Examination as soon as reasonably practicable. The Employee may elect to attend the medical examination sooner if it is reasonably practicable to do so;
  - (b) the University will provide the Employee with a copy of the referral document sent to the medical practitioner or specialist; and
  - (c) the University will bear the expense of the Medical Examination.
- 47.9 The Employee may also provide medical information to the practitioner or specialist prior to the Medical Examination.
- 47.10 Where a Medical Examination is conducted under this clause, the medical practitioner or specialist will be asked to provide a written report to the University ("**Medical Report**") advising:
- (a) whether the Employee is able to perform or resume their duties and, if not, whether the Employee is likely to be able to perform or resume their duties within 12 months; and/or
  - (b) if the Employee is able to perform or resume their duties or is likely to be able to perform or resume their duties within 12 months, whether the Employee requires or will require any accommodations or assistance to perform or resume their duties and, if so, what accommodations or assistance; and/or
  - (c) whether the Employee's illness or injury presents a risk of the health, safety or welfare of the Employee and/or other Employees and/or students being adversely affected and, if so, whether such risk is likely to persist for a period of 12 months or more.

**Medical Report**

- 47.11 A copy of the Medical Report will be provided to the Employee.
- 47.12 If the Medical Report provides that the Employee:
- (a) is fit to perform or resume the Employee's duties or will be able to perform or resume their duties within 12 months of the Medical Examination; or
  - (b) does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the Medical Examination;
- the University will refer to the Medical Report together with any medical report from the Employee's treating specialist as the basis on which to plan and manage the Employee's return to work.
- 47.13 If the Medical Report provides that the Employee:
- (a) is not fit to perform or resume the Employee's duties and is unlikely to be able to perform or resume their duties within 12 months of the Medical Examination; or
  - (b) presents a risk to the health, safety or welfare of the Employee and/or other Employees and/or students and is likely to do so for a period of 12 months or more;

the University may notify the Employee of the University's intention to terminate their employment on medical grounds unless the Employee notifies the University in writing within 5 working days that the Employee wishes to have the findings contained in the Medical Report reviewed by an alternative medical practitioner or specialist nominated by the University ("**Second Medical Examination**").

- 47.14 If the Employee:
- (a) elects to not attend a Second Medical Examination; or
  - (b) fails to make an election;

their employment will be terminated effective upon expiration of the 5 working-day period, in which case the Employee will receive payment in lieu of the notice period contained in the Employee's contract of employment or payment in lieu of 6 months' notice, whichever is greater.

**Second Medical Examination**

- 47.15 In the event that the Employee elects to attend a Second Medical Examination by an alternative medical practitioner or specialist, the University will bear the cost of the examination and provide the employee with not less than 7 days' written notice to attend the Second Medical Examination.
- 47.16 The University will provide the medical practitioner or specialist with a copy of the Medical Report prior to the Second Medical Examination being carried out. The Employee may also provide medical information to the practitioner or specialist prior to the Second Medical Examination.

**Second Medical Report**

- 47.17 The University will require the medical practitioner or specialist who carries out the Second Medical Examination to provide a written report to the University regarding the Employee's fitness for work ("**Second Medical Report**").
- 47.18 The University will provide a copy of the Second Medical Report to the Employee.
- 47.19 If the Second Medical Report:
- (a) does not confirm the findings of the Medical Report; or
  - (b) provides that the Employee is fit to perform or resume the Employee's duties, or is likely to be able to perform or resume their duties within 12 months of the Second Medical Examination; or
  - (c) provides that the Employee does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the Medical Examination;

the University will refer to the Second Medical Report together with any medical report from the Employee's treating specialist as the basis on which to plan and manage the Employee's return to work.

- 47.20 If the Second Medical Report:
- (a) confirms the findings of the Medical Report; or
  - (b) provides that the Employee (whether on the grounds identified in the Medical Report or otherwise):
    - (i) is not fit to perform or resume the Employee's duties and is unlikely to be able to perform or resume their duties 12 months of the Second Medical Examination; or
    - (ii) presents a risk to the health, safety or welfare of the Employee and/or other Employees and/or students and is likely to do so for a period of 12 months or more;

the University may provide the Employee with written notice of termination of the Employee's employment effective immediately, in which case the Employee will receive payment in lieu of the notice period contained in the Employee's contract of employment or payment in lieu of 6 months' notice, whichever is greater.

#### **Refusal or failure to attend medical examination**

- 47.21 If the Employee refuses or fails without reasonable cause to attend a medical examination under this clause, the University will provide the Employee with an opportunity to show cause why the Employee's employment should not be terminated.
- 47.22 In the event that the Employee fails to show reasonable cause as to why the Employee's employment should not be terminated, the University may terminate the Employee's employment effective immediately with payment in lieu of 4 weeks' notice.
- 47.23 The Employee's refusal or failure to attend a medical examination under this clause will not, however, constitute Misconduct or Serious Misconduct.

#### **Option to resign**

- 47.24 The University may provide the Employee with an opportunity to resign prior to effecting termination of employment in accordance with this clause provided that the resignation takes effect within 1 month of notice being given under subclause 47.13 or 47.20.

#### **Workers compensation**

- 47.25 The provisions of this clause do not apply to Employees who are in receipt of workers compensation benefits.

#### **Anti-discrimination legislation**

- 47.26 The provisions of this clause do not replace the University's obligations under applicable anti-discrimination legislation.

#### **Work health and safety legislation**

- 47.27 Subject to applicable law, nothing in this clause precludes the University from taking any action it considers necessary to meet its obligations under applicable work health and safety legislation.

#### **Sick Leave**

- 47.28 Nothing in this clause gives the University a right to terminate an Employee's employment for reason of their ill health or injury while the Employee is taking paid sick leave in accordance with this Agreement.

## **PART M: DISCIPLINARY PROCEDURES**

### **48. UNSATISFACTORY PERFORMANCE**

- 48.1 Unsatisfactory performance means performance of an Employee's (other than casual Employees) 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. Examples of sufficient mitigating factors include relevant personal and health issues or the absence of training, resources or guidance which the Employee might

reasonably expect to have received. An Employee's inability to meet workloads demonstrated to be unreasonable does not constitute unsatisfactory performance.

- 48.2 If a matter involving unsatisfactory performance has been dealt with under clause 49: Misconduct or Serious Misconduct it will not be necessary to follow the procedures set out under this clause.
- 48.3 An Employee may choose to be accompanied by a support person or Representative, who may be an official of the relevant Union, at any stage of a process conducted under this clause.
- 48.4 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.
- 48.5 Disciplinary action should be used as a last resort. If a Supervisor has been 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.
- 48.6 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; and
  - (f) the consequences of continued unsatisfactory performance.

The Employee may also have their comments recorded and placed on file. Where there are no further instances of formal discussion of unsatisfactory performance for a further period commensurate with the review period, the records will be removed from the file.

- 48.7 Before the commencement of the review period, an Employee may request that the Dean or Director of the School or work unit determine whether the specific performance standard that is expected is reasonable.
- 48.8 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.
- 48.9 If after the review period the Supervisor determines that the specific performance standard identified in the First Formal Interview has not been reached:
- (a) but the Supervisor is of the view that:
    - (i) the Employee has exhibited a reasonable level of improvement towards reaching the specific performance standard(s) identified in the First Formal Interview; and
    - (ii) an extension of the review period would be appropriate to allow the Employee a further opportunity to achieve the required standard;

then the Supervisor may extend the review period accordingly; or

- (b) the Supervisor will make a written report 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 Supervisor. The Supervisor will then provide a copy of the report and the Employee's response to the Dean or Director of the School or work unit.

48.10 The Dean or 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 Dean or Director will recommence the process. If the process has been followed, then the Dean or Director will formally interview the Employee (the "**Second Formal Interview**"), giving the Employee an opportunity to respond.

48.11 A record of the Second Formal Interview with the Dean or 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 required improvement;
- (c) the specific performance standard that was expected and how improvement will be measured;
- (d) any support provided to assist the Employee to reach the specific performance standard; and
- (e) the consequences of continued unsatisfactory performance.

The Employee may have their comments recorded and placed on file.

48.12 If after the Second Formal Interview the Dean or Director determines that the specific performance standard identified in the First Formal Interview has not been reached, the Dean or Director will advise the Employee in writing. The Dean or Director will provide a report to the Employment Executive Member recommending disciplinary action.

48.13 Following consideration of the report (including any comments recorded from the Employee), the Employment Executive Member may decide to:

- (a) take no further action;
- (b) refer the matter back to the Dean or Director and Supervisor to ensure that the disciplinary processes contained in this clause have been complied with in substance and in a manner appropriate to the circumstances;
- (c) take disciplinary action, which may include, but is not limited to the removal of duties and/or responsibilities for which the Employee is paid an allowance, or demotion by one or more classification levels or increments; or
- (d) recommend to the Vice-Chancellor that the employment of the Employee be terminated.

48.14 The Employment Executive Member will advise the Employee in writing of their decision or recommendation in relation to disciplinary action. The Employee may make a written submission to the Employment Executive Member within 5 days of receipt of the advice. Where a recommendation to the Vice-Chancellor that the employment of the Employee be terminated has been proposed, the Employee may also request a review of the process leading to the Employment Executive Member's recommendation, in which case the Employment Executive Member will refer the matter to an Unsatisfactory Review Performance Committee ("**Review Committee**").



- 48.15 If the Employee does not make a submission under subclause 48.14, the Employment Executive Member will confirm their decision under subclause 48.13.
- 48.16 If the Employee makes a submission under subclause 48.14, the Employment Executive Member may, having considered the submission:
- (a) confirm their decision under subclause 48.13; or
  - (b) decide to take some other form of action under subclause 48.13.
- 48.17 If the Employment Executive Member makes a recommendation to the Vice-Chancellor pursuant to subclauses 48.15 or 48.16, the Vice Chancellor may:
- (a) refer the matter back to the Employment Executive Member for other action; or
  - (b) terminate the employment of the Employee with notice.

#### **Unsatisfactory Performance Review Committee**

- 48.18 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 staff representatives on the Implementation Committee, and who is drawn from a pool of trained Employees selected through an expression of interest process by the Implementation Committee; and
  - (c) an independent Chair selected by the Vice-Chancellor from a pool of Chairs in consultation with the relevant Union. Chairs appointed under this clause will have relevant experience and be independent.
- 48.19 The terms of reference of the Review Committee will be to report on whether the process set out in this clause has been followed.
- 48.20 A Review Committee will:
- (a) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;
  - (b) provide an opportunity for the Employee to be interviewed;
  - (c) interview any person to establish the facts as to whether the process referred to in this clause was followed;
  - (d) conduct all interviews in the presence of the Employee or, where requested, the Employee's Representative and the University's representative;
  - (e) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness;
  - (f) ensure that the Employee or their Representative and the University or its representative have the right to ask questions of interviewees and to make submissions;
  - (g) keep a record of its proceedings; and
  - (h) provide a written report to the Vice-Chancellor with a copy to the Employee as soon as possible following the conclusion of its proceedings.

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

- 48.21 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; or
  - (c) take action to formally terminate employment.
- 48.22 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.
- 48.23 Nothing in this clause prevents the termination of employment of an Employee under clause 13: Probation.
- 48.24 Nothing in this clause prevents the Vice-Chancellor or the Employment Executive Member referring a question of possible unsatisfactory performance to a Supervisor for appropriate action.

#### **Notice of Termination of Employment**

- 48.25 If the University terminates the employment of an Employee for unsatisfactory performance, the following formal notice of termination will be given to the Employee:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	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.

#### **49. MISCONDUCT OR SERIOUS MISCONDUCT**

##### **Application**

- 49.1 This clause applies to all Employees, excluding casual Employees and Employees serving a probationary period. For Employees serving a probationary period, subclause 13.6 applies.

##### **Definitions**

- 49.2 For the purposes of this clause:
- (a) **"Disciplinary Action"** means any action by the University to discipline an Employee for Misconduct or Serious Misconduct and may include one or more of the following:
    - (i) formal counselling;
    - (ii) staff development (including training);
    - (iii) warnings (including written warnings);

- (iv) withholding an increment for up to one year;
  - (v) demotion by one or more classification levels or increments; and/or
  - (vi) termination of employment (in cases of Serious Misconduct only);
- (b) **“Misconduct”** means conduct that is not Serious Misconduct but is nevertheless conduct that is:
- (i) dereliction of the duties required of the Employee’s position;
  - (ii) conduct that causes an impediment to the carrying out of an Employee’s duties or to other Employees carrying out their duties;
  - (iii) a breach of the Employee's contract of employment which does not warrant the termination of the Employee's employment; or
  - (iv) a breach of the University's policy which does not warrant the termination of the Employee's employment.
- (c) **“Serious Misconduct”** means:
- (i) a serious dereliction of duties;
  - (ii) conduct that causes a serious impediment to an Employee carrying out their duties or to other Employees carrying out their duties;
  - (iii) a serious breach of the Employee’s contract of employment which may, if proven, warrant the termination of the Employee’s employment under this Agreement;
  - (iv) a serious breach of the University's policy which may, if proven, warrant the termination of the Employee’s employment;
  - (v) wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of their contract of employment;
  - (vi) conduct that causes serious and imminent risk to:
    - A. the health and safety of a person, where the conduct represents a wilful or deliberate disregard of such health or safety; or
    - B. the reputation, viability or profitability of University business, other than conduct in accordance with clause 63: Intellectual Freedom;
  - (vii) engaging in theft, fraud or assault in the course of the Employee’s employment;
  - (viii) being under the influence of a legal or illegal substance that may impact the Employee’s judgment and ability to perform their duties. An Employee will be taken to be under the influence if the Employee’s faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug) so impaired that the Employee is unfit to be entrusted with the Employee’s duties or with any duty that the Employee may be called upon to perform;

- (ix) refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and
- (x) where there has been a previous finding of Misconduct made against an employee, an act of Misconduct which has not previously been the subject of the relevant processes, the total effect of which amounts to Serious Misconduct.

### **General**

- 49.3 The University may only take action against an ongoing or fixed-term Employee for alleged Misconduct or Serious Misconduct under this clause.
- 49.4 If a matter involving Misconduct has been dealt with in good faith under clause 48: Unsatisfactory Performance, it will not be necessary to follow the procedures set out in this clause.
- 49.5 An Employee may choose to be accompanied by a support person or Representative at any stage of a process conducted.
- 49.6 If there is a potential conflict of interest regarding a person required to deal with a matter for the University under this clause, the University may nominate an alternate person to deal with the matter.
- 49.7 The making of a frivolous, vexatious or bad faith complaint or allegation (which may include fabricating the complaint or allegation) will be dealt with under the procedures prescribed by this clause.

### **Records**

- 49.8 All documents relevant to the process conducted under this clause should be kept including, but not limited, to meeting notes.

### **Suspension in cases of alleged Serious Misconduct**

- 49.9 An Employee may be suspended at any stage of a process conducted under this clause:
- (a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business; or of interference with evidence relevant to the investigation; or
  - (b) without pay if the alleged Serious Misconduct is such that it would be unreasonable to allow the Employee to continue in paid employment during the process.
- 49.10 Any suspension without pay will be subject to the following:
- (a) where suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave; and
  - (b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension.
- 49.11 If the Employee is suspended without pay, the University will do everything practically possible to expedite the procedures. Any Employee suspended without pay whose allegations are not sustained following investigation will be paid for any lost income.

- 49.12 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

**Agreed early resolution**

- 49.13 At any stage during the process prescribed by this clause, the University and the Employee may agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter.
- 49.14 In the event that the University and the Employee are unable to reach a mutually agreed early resolution of the matter within the period agreed for early resolution, the process will be resumed.
- 49.15 Unless otherwise agreed, any time taken or information exchanged during successful or attempted early resolution cannot be relied upon by any party to the benefit or prejudice of the University or the Employee.

**Informal Resolution**

- 49.16 Where an Employee is alleged to have engaged in Misconduct or Serious Misconduct, the University (the Office of People and Culture) will determine whether it is appropriate for the matter to be dealt with under this clause.
- 49.17 If the University (the Office of People and Culture) is of the view that the matter may give rise to a finding of Misconduct and warrants further action, the University will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development.
- 49.18 Informal resolution of a matter that, in the University's view, may give rise to a finding of Misconduct, may include the Employee admitting to the conduct alleged and/or an agreement being made for early resolution of the matter.
- 49.19 If the University is unable to resolve alleged Misconduct informally, it will refer the matter for formal investigation.
- 49.20 If the University (the Office of People and Culture) is of the view that the matter may give rise to a finding of Serious Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for formal investigation.

**Formal Investigation**

- 49.21 A formal investigation into alleged Misconduct or Serious Misconduct will be carried out by an investigator appointed from a pool of investigators agreed between the University and the Unions.
- 49.22 The University will provide the investigator with terms of reference to report on the facts relating to the allegation(s), including whether any mitigating circumstances are evident.
- 49.23 The University will advise the Employee of its decision to conduct an investigation into alleged Misconduct or Serious Misconduct and of clause 58: Employee Representation, unless the University determines that exceptional circumstances exist and that it is not appropriate for the Employee to be aware of and involved in the investigation.
- 49.24 If the Employee is advised of the University's decision to conduct an investigation, then, as part of the formal investigation:
- (a) the investigator will provide the Employee with an opportunity to be interviewed;

- (b) the Employee may provide the investigator with a list of persons relevant to the investigation together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to provide;
  - (c) the investigator will interview any person to establish the facts and any mitigating circumstances;
  - (d) the investigator will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the formal investigation will not prejudice the investigation;
  - (e) the investigator will take into account any information relevant to the matter; and
  - (f) the investigator will give adequate opportunity to the Employee or their Representative to respond to the allegations and/or make submissions and/or challenge any evidence.
- 49.25 The investigator will decide the appropriate process for the investigation including:
- (a) who the investigator will interview;
  - (b) what documents the investigator will review;
  - (c) what other information the investigator will take into account;
  - (d) on what basis interviews will be conducted, provided that an interviewee will have the right to be accompanied by a Representative or support person, who may be an official of the relevant Union acting in the capacity of a support person; and
  - (e) confidentiality obligations.
- 49.26 The investigator will conduct the investigation as expeditiously and confidentially as possible.
- 49.27 The investigator will provide a written report about the facts to the University after the conclusion of the investigation. The report must include:
- (a) any documents provided to and relied upon by the investigator in reporting on the facts; and
  - (b) a summary of the evidence relied upon by the investigator arising out of interviews.
- The report must not include any working documents prepared by or for the investigator or any notes or records of interview.
- 49.28 If, following completion of the investigation and consideration of the investigator's report, the University is of the view that:
- (a) no further action in relation to the alleged Misconduct or Serious Misconduct is warranted, the University will advise the Employee of its decision in writing;
  - (b) further action in relation to the alleged Misconduct or Serious Misconduct is warranted, the University will issue formal allegations of Misconduct or Serious Misconduct in accordance with subclause 49.29;
  - (c) the complainant may have made a frivolous, vexatious or bad faith complaint or allegation (or fabricated the complaint or allegation), then the complainant's conduct will be dealt with under the process prescribed in this clause.

### **Allegations**

- 49.29 If the University has determined that formal allegations of Misconduct or Serious Misconduct should be laid, the University will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegation(s), together with a copy of all parts of the investigator's report relied upon by the University in making the allegation(s). Before providing the report or extracts from the report to the Employee, the University will remove any material it considers should be excluded if exceptional circumstances exist.
- 49.30 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegation(s).
- 49.31 When providing their response to the allegation(s), the Employee can request that the matter be referred to a Misconduct Committee.

### **Misconduct Committee**

- 49.32 Where a matter is referred to a Misconduct Committee, the Committee will be convened within 10 working days where possible. The Misconduct Committee will consist of 3 members as follows:
- (a) an Employee of the University nominated by the University;
  - (b) a trained employee of the University who is nominated by the staff representatives on the Implementation Committee, and who is drawn from a pool of trained employees selected through an expression of interest process by the Implementation Committee; and
  - (c) an independent Chair selected by the Vice-Chancellor from a pool of Chairs and, where the employee is a Union member, by agreement with the relevant Union. Chairs appointed under this clause will have relevant experience and be independent.
- 49.33 The role of the Misconduct Committee will be to provide a report to the University regarding any matters that the Misconduct Committee considers the University should take into account when making any decision regarding the allegation(s) and the Employee. In doing so, the Misconduct Committee will consider:
- (a) the investigator's report;
  - (b) the allegation(s) of Misconduct or Serious Misconduct made against the Employee;
  - (c) the Employee's response to the allegations of Misconduct or Serious Misconduct;
  - (d) any additional submissions or material provided to, or sought by, the Misconduct Committee by/from the Employee in person or in writing in relation to the allegation(s);
  - (e) any mitigating circumstances;
  - (f) whether the procedures that were followed by the investigator under subclause 49.25 afforded procedural fairness to the Employee; and
  - (g) any other matters that may have a material relevance to any decision which may be made by the University regarding disciplinary action.
- 49.34 The role of the Misconduct Committee will not be to reinvestigate the matter. The Misconduct Committee may, however, consider additional material evidence (whether from persons or documents) which was not available to the investigator.
- 49.35 The Misconduct Committee will prepare any report as expeditiously and confidentially as possible.

### Determination

- 49.36 After considering the Employee's response to the allegation(s) of Misconduct or Serious Misconduct and, if applicable, the report of the Misconduct Committee, the University will determine what, if any, Disciplinary Action should be taken.
- 49.37 Any decision to terminate an Employee's employment must be approved by the Vice-Chancellor, but only after the Employee has been given an opportunity to respond to a show cause letter. An Employee will be given 10 working days (or longer period as agreed) to respond to a show cause letter.
- 49.38 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 would be competent to deal with this matter.

### Notice of Termination of Employment

- 49.39 The University may terminate the employment of an Employee for Serious Misconduct with the following notice of termination or payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	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.

- 49.40 The University may terminate the employment of an Employee without notice where the Employee is found to have engaged in conduct of a kind envisaged in the Act such that it would be unreasonable to require the University to continue employment during a notice period.

## 50. RESEARCH MISCONDUCT

### Application

- 50.1 This clause applies to all Employees with the exception of casual Employees and Employees serving a probationary period.

### Definitions

- 50.2 For the purposes of this clause:
- (a) **"Australian Code"** means the *Australian Code for the Responsible Conduct of Research* as varied or replaced from time to time;
  - (b) **"Breach"** means a deviation from the University Code or the Australian Code where the Employee involved has not had a previous finding of a Breach or Research Misconduct, and the consequences arising from their Breach are not sufficiently serious to amount to Research Misconduct;
  - (c) **"Disciplinary Action"** may include one or more of the following:



- (i) formal counselling;
  - (ii) staff development (including training);
  - (iii) warnings (including written warnings);
  - (iv) withholding an increment for up to one year;
  - (v) demotion by one or more classification levels or increments; and/or
  - (vi) termination of employment (in cases of Research Misconduct only);
- (d) **"Research Misconduct"** means a deviation from the University Code or the Australian Code that:
- (i) is intentional or deliberate;
  - (ii) is reckless;
  - (iii) involves gross or persistent negligence; or
  - (iv) involves repeated errors (either by act or omission) over a period of time that, when taken together, amount to an unacceptable level of error for research,
- where the Employee involved has a previous finding of a Breach or Research Misconduct against them, or the Employee has previously been subject to counselling or direction in relation to an alleged Breach or Research Misconduct, or there are serious consequences arising from the deviation such as false information on the public record or adverse effects on research participants, animals or the environment; and
- (e) **"University Code"** means the University's *Research Code of Practice* as varied or replaced from time to time.

#### **Examples of Breach and/or Research Misconduct**

- 50.3 Examples of conduct that may constitute a Breach and/or Research Misconduct include, but are not limited to:
- (a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, including:
    - (i) claiming results where none have been obtained;
    - (ii) falsification of material, including changing records, falsifying data or falsely claiming inventorship;
    - (iii) copying of textual material or the use of other people's data and/or ideas without appropriate acknowledgment;
    - (iv) misleading ascription of authorship, including listing authors without their permission, attributing work to anyone who has not contributed to the research and the lack of appropriate acknowledgment of work produced by others;
  - (b) failure to conduct research or follow research protocols:

- (i) as approved by a research ethics committee; and/or
- (ii) in accordance with standards commonly accepted within the research community for proposing, conducting or reporting research,  
particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;
- (c) conducting research without required ethics approval;
- (d) failure to declare or manage a serious conflict of interest;
- (e) the wilful concealment or facilitation of Research Misconduct by others; or
- (f) other practices that seriously deviate from those commonly accepted within the research community for proposing, conducting or reporting research,

but do not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

#### **General**

- 50.4 The University may only take action against an Employee for an alleged Breach or alleged Research Misconduct under this clause.
- 50.5 If a matter involving an alleged Breach or alleged Research Misconduct has been dealt with in good faith under clause 48: Unsatisfactory Performance, it will not be necessary to follow the procedures set out in this clause.
- 50.6 An Employee may choose to be accompanied by a support person or Representative at any stage of a process conducted under this clause.
- 50.7 If there is a potential conflict of interest regarding a person required to deal with a matter for the University under this clause, the University may nominate an alternate person to deal with the matter.
- 50.8 All Employees have an obligation to report a potential Breach or potential Research Misconduct to the relevant School or Institute Director of Research (or equivalent) in a timely manner. An Employee is expected to raise any such allegation in good faith. If an Employee makes an allegation that is frivolous, vexatious or in bad faith, the University may initiate disciplinary action against that Employee under clause 49: Misconduct or Serious Misconduct.

#### **Records**

- 50.9 All documents relevant to the process conducted under this clause should be kept including, but not limited to, meeting notes.

#### **Suspension in cases of alleged Research Misconduct**

- 50.10 An Employee may be suspended at any stage of a process conducted under this clause:
  - (a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business; or of interference with evidence relevant to the investigation;

- (b) without pay if it would be unreasonable for the Employee to continue in paid employment during the process.

50.11 Any suspension without pay will be subject to the following:

- (a) where suspension without pay occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave; and
- (b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension without pay.

50.12 If the Employee is suspended without pay, the University will do everything practically possible to expedite the procedures. Any Employee suspended without pay whose allegations are not sustained following investigation will be paid for any lost income.

50.13 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

#### **Agreed early resolution**

50.14 At any stage during the process conducted under this clause, the University and the Employee may agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter.

50.15 In the event that the University and the Employee are unable to reach a mutually agreed early resolution of the matter within the period agreed for early resolution, the process will be resumed.

50.16 Unless otherwise agreed, any time taken or information exchanged during successful or attempted early resolution cannot be relied upon by any party to the benefit or prejudice of the University or the Employee.

#### **Procedures**

50.17 An alleged Breach or alleged Research Misconduct will, in the first instance, be referred to the relevant School or Institute Director of Research (or equivalent) who will, in conjunction with the Dean or Director of the Employee's School or work unit, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct.

#### **Informal resolution**

50.18 If, following preliminary enquiries, the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of a Breach and warrants further action, the Dean or Director will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development where it is appropriate to do so.

50.19 Informal resolution of a matter that may give rise to a finding of a Breach may include the Employee admitting to the conduct alleged and/or an agreement being made for early resolution of the matter.

50.20 If the Dean or Director is unable to resolve the alleged Breach informally, they will refer the matter for Research Investigation.

- 50.21 If, following preliminary enquiries, the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of Research Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for Research Investigation.

**Research Investigation**

- 50.22 Where:

- (a) informal resolution of an alleged Breach is not appropriate;
- (b) informal resolution of an alleged Breach is unsuccessful; or
- (c) the preliminary enquiries of the Director of Research and Dean or Director indicate a prima facie case of Research Misconduct,

the matter will be referred to the Deputy Vice-Chancellor (Research and Development) (“**DVC(R&D)**”) (or their nominee, being a senior member of the University who is experienced in research and research management) for consideration. If the DVC(R&D) (or nominee) considers that the matter warrants further action, the DVC(R&D) (or nominee) will carry out a formal investigation to ascertain relevant facts (“**Research Investigation**”).

- 50.23 The DVC(R&D) (or nominee) will advise the Employee of the decision to conduct a Research Investigation and of clause 58: Employee Representation, unless the DVC(R&D) (or nominee) determines that exceptional circumstances exist and that it is not appropriate for the Employee to be aware of and involved in the investigation.

- 50.24 If the Employee is advised of the decision to conduct a Research Investigation, then as part of the Research Investigation:

- (a) the DVC(R&D) (or nominee) will provide the Employee with an opportunity to be interviewed;
- (b) the Employee may provide the DVC(R&D) (or nominee) with a list of persons relevant to the investigation together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to provide;
- (c) the DVC(R&D) (or nominee) will interview any person to establish the facts and any mitigating circumstances;
- (d) the DVC(R&D) (or nominee) will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the Research Investigation will not prejudice the investigation;
- (e) the DVC(R&D) (or nominee) will take into account any information relevant to the matter; and
- (f) DVC(R&D) (or nominee) will give adequate opportunity to the Employee or their Representative to respond to the allegations and/or make submissions and/or challenge any evidence.

- 50.25 In all other respects, and irrespective of whether the Employee has been advised of the decision to conduct a Research Investigation, the DVC(R&D) (or nominee) will decide the appropriate process for the Research Investigation, including:

- (a) who the DVC(R&D) (or nominee) will interview;
- (b) what documents the DVC(R&D) (or nominee) will review;
- (c) what other information the DVC(R&D) (or nominee) will take into account;
- (d) on what basis interviews will be conducted, provided that an interviewee will have the right to be accompanied by a Representative or support person, who may be an official of the relevant Union acting in the capacity of a support person;
- (e) confidentiality obligations.

50.26 The DVC(R&D) (or nominee) will conduct the Research Investigation as expeditiously and confidentially as possible.

50.27 If, following completion of the Research Investigation, the DVC(R&D) (or nominee) is of the view that:

- (a) an alleged Breach or alleged Research Misconduct has not occurred, the DVC(R&D) (or nominee) will advise the Dean or Director of the Employee's School or work unit accordingly and no further action will be taken;
- (b) an alleged Breach has occurred, the matter will be referred to the Dean or Director of the Employee's School or work unit for Disciplinary Action (other than termination of employment); or
- (c) alleged Research Misconduct has occurred, the DVC(R&D) (or nominee) will issue formal allegations of Research Misconduct in accordance with subclause 50.28.

If the Employee has been advised of the Research Investigation, the DVC(R&D) (or nominee) will also advise the Employee of the outcome of the investigation.

***Allegation(s)***

50.28 If the DVC(R&D) (or nominee) has determined that formal allegations of Research Misconduct should be laid, the DVC(R&D) (or nominee) will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegation(s).

50.29 The Employee will be provided with 10 working days (or longer period as agreed) in which to respond to the allegation(s).

***Response to allegation(s)***

50.30 If the Employee denies the allegation(s) of Research Misconduct:

- (a) and the DVC(R&D) (or nominee) determines that the Employee has not engaged in Research Misconduct, the allegation(s) will be dismissed and the Employee advised accordingly in writing within 10 working days;
- (b) and the DVC(R&D) (or nominee) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the DVC(R&D) (or nominee) will refer the matter to the Dean or Director of the Employee's School or work unit for Disciplinary Action (other than termination of employment) within 10 working days and take no further action;

- (c) but the DVC(R&D) (or nominee) remains concerned that Research Misconduct has occurred, the matter will be referred to a Research Misconduct Panel.
- 50.31 If the Employee admits the allegation(s) of Research Misconduct, the matter will be referred to the Vice-Chancellor, who will:
- (a) provide the Employee with 5 working days to submit, in writing, any matters that the Employee may wish the Vice-Chancellor to take into account when determining whether termination should be effected or alternatively, some other form of Disciplinary Action imposed;
  - (b) have regard to any matters submitted by the Employee; and
  - (c) advise the Employee in at least 10 working days in writing of the Vice-Chancellor's determination.

**Research Misconduct Panel**

- 50.32 The role of the Research Misconduct Panel is to provide a written report to the Vice-Chancellor setting out its findings of fact regarding the alleged Research Misconduct, including whether any mitigating circumstances exist.
- 50.33 The Research Misconduct Panel will comprise three members, subject to the following:
- (a) one member nominated by the University, who should have knowledge and experience in the relevant field of research;
  - (b) one member nominated by the relevant Union, who should be familiar with the responsible conduct of research; and
  - (c) one member nominated by agreement between the University and the relevant Union (with agreement not to be unreasonably withheld by either party), who should have experience on similar panels or have relevant experience or expertise.
- 50.34 Members of the Research Misconduct Panel can be drawn from University Employees or externally as required. All members must be free from bias or conflicts of interest.
- 50.35 The Research Misconduct Panel will determine its own procedure in order to effectively carry out its role, but as a minimum the Panel will:
- (a) provide an opportunity for the Employee to be interviewed, make submissions, and present and challenge evidence regarding the allegation(s), including asking questions of anyone interviewed by the Panel and put forward any mitigating circumstances;
  - (b) allow the Employee to provide the Panel with a list of persons relevant to the proceedings together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to give. Any refusal or failure by a nominated person to participate in the proceedings will not prejudice the proceedings;
  - (c) interview any person it considers appropriate to establish the facts and any mitigating circumstances;
  - (d) conduct all interviews in the presence of the Employee unless it is not appropriate to do so, in which case the person may be interviewed by videolink;

- (e) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;
- (f) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness; and
- (g) take into account any other information relevant to the allegation(s).

The Panel may also seek further material as it believes appropriate.

50.36 The Research Misconduct Panel will, where possible, provide its written report to the Vice-Chancellor within 10 working days of the conclusion of its proceedings. A copy of the Panel's report will also be provided to the Employee.

#### **Determination**

50.37 Having considered the Research Misconduct Panel's report, the Vice-Chancellor may:

- (a) determine that the Employee has not engaged in Research Misconduct, in which case the allegation(s) will be dismissed and the Employee advised accordingly in writing and may, by agreement with the Employee, publish the decision in an appropriate manner;
- (b) determine that the Employee has not engaged in Research Misconduct but has committed a Breach, in which case the Vice-Chancellor will refer the matter to the Dean or Director of the School or work unit for Disciplinary Action (other than termination of employment); or
- (c) determine that the Employee has engaged in Research Misconduct, in which case the Vice-Chancellor will:
  - (i) provide the Employee with 5 working days to submit, in writing, any matters that the Employee may wish the Vice-Chancellor to take into account when determining whether termination should be effected or alternatively, some other form of Disciplinary Action imposed;
  - (ii) have regard to any matters submitted by the Employee; and
  - (iii) advise the Employee in writing of the Vice-Chancellor's determination within 10 working days.

50.38 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 would be competent to deal with this matter.

#### **Notice of Termination of Employment**

50.39 The University may terminate the employment of an Employee for Research Misconduct with the following notice of termination or payment in lieu:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	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's notice or payment in lieu.

- 50.40 The University may terminate the employment of an Employee found to have engaged in Research Misconduct without notice if it would be unreasonable to require the University to continue employment during a notice period.

## **PART N: CESSATION OF EMPLOYMENT**

### **51. NOTICE OF RESIGNATION AND TERMINATION**

- 51.1 An Employee who wishes to resign must give the University at least 2 weeks' notice unless the Employee and the University agree otherwise.
- 51.2 All decisions to discipline an Employee or terminate employment will be in accordance with this Agreement.
- 51.3 On 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.

### **52. ABANDONMENT OF EMPLOYMENT**

- 52.1 Where an ongoing or fixed-term Employee has been absent from work for a continuous period of at least 5 working days without the approval of the University, the University may liaise with the Employee's Supervisor and the Employee's Dean or Director regarding the known circumstances of the Employee's absence. In the absence of any reasonable explanation of the Employee's absence, the University will then make reasonable attempts to contact the Employee, including sending a registered letter to the Employee's last known address requesting an explanation for the unauthorised absence from work. The registered letter will be taken to be received by the Employee 2 working days after the working day on which it is sent by the University.
- 52.2 Subject to subclauses 52.3 and 52.6, an Employee will be placed on unauthorised leave without pay for any period of absence under this clause.
- 52.3 If the Employee responds to the University's letter within 5 working days of receipt of that letter and provides a reasonable explanation for their absence, they may apply for an appropriate form of leave to cover the period of absence.
- 52.4 If the Employee responds to the University's letter within 5 working days of receipt of that letter and fails to provide a reasonable explanation for their absence, then the Employee's employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:
- (a) attended work; or
  - (b) was on approved leave.
- 52.5 If the Employee does not respond to the University's letter within 5 working days of receipt of that letter, the University will send a further registered letter to the Employee's last known address requesting an explanation for the unauthorised absence from work and advising the Employee that, in the absence of a reasonable explanation, the Employee's employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:



- (a) attended work; or
- (b) was on approved leave.

The further registered letter will be taken to be received by the Employee 2 working days after the working day on which it is sent by the University. The University may also attempt to contact the Employee's nominated emergency contact regarding the circumstances of the Employee's absence.

- 52.6 If the Employee responds to the University's further letter within 5 working days of receipt of that letter and provides a reasonable explanation for their absence, or the Employee's nominated emergency contact provides a reasonable explanation for the Employee's absence, the Employee may apply for an appropriate form of leave to cover the period of absence.
- 52.7 If the Employee responds to the University's further letter within 5 working days of receipt of that letter and fails to provide a reasonable explanation for their absence, or the Employee's nominated emergency contact does not provide a reasonable explanation for the Employee's absence, then the Employee's employment will be treated as having been terminated by the Employee with effect from the last day on which the employee:
- (a) attended work; or
  - (b) was on approved leave.

If the Employee does not respond to the University's further letter within 5 working days of receipt of that letter, then the Employee's employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:

- (a) attended work; or
- (b) was on approved leave.

### **53. FIXED-TERM EMPLOYEES TERMINATION NOTICE**

- 53.1 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.
- 53.2 Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.
- 53.3 Notice will be the greater of the notice in the employee's contract of employment or:

<b>Period of continuous service</b>	<b>Period of notice</b>
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.

- 53.4 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:
- (a) advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given;

(b) gives notice to the Employee at the earliest practicable date thereafter.

53.5 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.

#### **54. FIXED-TERM EMPLOYEES SEVERANCE PAY**

54.1 If the University advises a fixed-term 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.

54.2 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.

54.3 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.

54.4 A fixed-term Employee who is not employed on one of the contracts described in subclause 54.3 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 provided they have met the criteria detailed in subclause 54.3:

<b>Period of continuous service</b>	<b>Severance payment</b>
Less than 2 years	No payment
2 years but less than 3 years	2 weeks
3 years or more	2 weeks per completed year of service

54.5 No severance payments will be made if the Employee 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.

### **PART O: WORK HEALTH AND SAFETY, AND PERSONAL PROPERTY**

#### **55. WORK HEALTH AND SAFETY, AND FIRST AID**

55.1 The University recognises its obligations under the *Work Health and Safety Act 2011 (NSW)* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this.

55.2 Where an Employee is required to implement and monitor work health and safety compliance within their designated work area, these functions will be included in their position description.

55.3 The responsibilities of elected work health and safety representatives will be taken into account by their Supervisor when determining their workloads.

55.4 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 during the period of appointment, provided that they possess a current WorkCover Authority of New South Wales accredited first aid qualification.

## **56. CLOTHING AND SAFETY EQUIPMENT**

56.1 The University will provide any uniform or protective clothing the University requires an Employee to wear and may either maintain, launder, dry-clean or replace it, or pay the Employee an allowance instead.

56.2 The allowances specified in Schedule 3 will apply.

56.3 The allowances in Schedule 3 are calculated on the basis of the average number of shifts a year divided by 26 pay periods, and will be paid in regular fortnightly instalments.

56.4 The University will supply all safety equipment required to be provided by law e.g. gloves, masks, goggles, helmets, steel-capped boots and safety shoes.

56.5 An Employee must wear clothing or safety equipment provided by the University whilst performing the duties for which it has been provided.

56.6 Any clothing that is provided by the University will remain the property of the University and must be returned by the Employee at the end of their employment with the University.

## **57. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

57.1 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.

57.2 Personal property includes, but is not limited to, an Employee's clothes, spectacles, hearing aid or tools of trade, which are necessary for the Employee to perform their duties.

57.3 The University, in consultation with the Employee, may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.

57.4 This clause will not apply when an employee is entitled to compensation for the loss or damage under the *Workers Compensation Act 1987 (NSW)*.

**PART P: REPRESENTATION**

**58. EMPLOYEE REPRESENTATION**

58.1 At any stage where an Employee covered by this Agreement requires assistance regarding their employment conditions, they may choose to nominate a Representative, who may be an official of the relevant Union.

**59. UNION REPRESENTATION**

59.1 The following provisions apply to the Unions who are signatories to this Agreement.

**Office Facilities**

59.2 For the purpose of carrying out Union business in relation to the matters included in this Agreement, the University will provide Unions access to the following facilities:

- (a) a secure office space; and
- (b) access to a University campus notice board for posting authorised notices.

59.3 The University may provide Unions access to the following facilities for the purpose of carrying out Union business in relation to the matters included in this Agreement, subject to and conditional upon the Unions paying the cost associated with their usage:

- (a) the University's internal telephone system (including a fax line); and
- (b) direct dial STD access, access to the Internet, and a University email account.

**Union Meetings**

59.4 Each Union may hold meetings of Employees in designated lunch breaks or outside regular scheduled working hours, or at other times and locations agreed between the relevant Union and the University, provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day. This may include the availability of video and teleconferencing facilities.

**Industrial Relations Training**

59.5 Leave of absence on full pay for up to 5 working days in any one calendar year may be granted to no more than 5 accredited Union representatives from each Union to attend courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.

**Inductions**

59.6 Information packs provided by the NTEU and CPSU will be made available for distribution at University induction sessions.

**Workplace Representatives**

59.7 In order to facilitate the effective operation of this Agreement and compliance with its provisions, funding will be provided to each Union Branch President's work unit to cover 50% of the Branch President's work to enable them to be released to undertake Union work relating to the University and for the work unit to provide replacement staff.

- 59.8 Up to 3 Employee union representatives from each Union will be released to attend the Implementation Committee and any related subcommittees and for the work unit to provide replacement staff by arrangement with the Dean or Director of the School or work unit and the Executive Director, Office of People and Culture or other person nominated by the University.
- 59.9 The Union Branch Presidents may, by agreement with the University, allocate some or all of their time release to another member of the Branch Executive. Each person having the benefit of time release under this clause must discuss with their Supervisor appropriate work allocation for the balance of their working time.

#### **Payroll Deductions**

- 59.10 As a service to its Employees, the University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by an Employee. The Employee or the Union will be entitled to cancel this arrangement by advice in writing to the Office of People and Culture.
- 59.11 The University will provide to any Union member where a union member has authorised this for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad.
- 59.12 There will be no charge to the Employee for these services.

### **PART Q: MISCELLANEOUS PROVISIONS**

#### **60. PAY AND CAREER EQUITY**

- 60.1 All professional staff recruitment will be subject to merit selection.
- 60.2 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.
- 60.3 The University will report annually to all Employees on the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.
- 60.4 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 Employees.
- 60.5 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.

#### **61. DIGNITY AND RESPECT AT WORK**

- 61.1 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. The University is committed to creating and maintaining a working environment of dignity and respect.
- 61.2 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.

61.3 The University will continue to work actively towards eliminating workplace bullying and will develop policy in consultation with Employees.

61.4 Bullying at work occurs when:

- (a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work; and
- (b) that behaviour creates a risk to health and safety.

Bullying does not include reasonable management action carried out in a reasonable manner.

61.5 Managers and supervisors will take all reasonable steps to ensure that instances of workplace bullying, harassment or discrimination are dealt with immediately according to University policy, to ensure that Employees understand that these behaviours will not be tolerated and that instances of these behaviours will be addressed through disciplinary procedures.

61.6 The University will provide information and training on identifying and preventing workplace bullying in staff development programs for Employees.

## **62. PERSONAL REPORTS**

62.1 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.

## **63. INTELLECTUAL FREEDOM**

63.1 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, including unions and decision making processes and governance roles within the University, 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, denigrate or intimidate.

63.2 An Employee will not represent their individual opinions as being those of the University.

## **64. INTELLECTUAL PROPERTY**

64.1 In consultation with Employees and Unions, the University will maintain an Intellectual Property policy.

64.2 In 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.

**65. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY**

- 65.1 During the term of this Agreement, the University will increase the employment of Aboriginal and Torres Strait Islander People and increase the development opportunities for Aboriginal and Torres Strait Islander Peoples employed by the University as part of its commitment to reconciliation with Aboriginal and Torres Strait Islander Peoples.
- 65.2 For the purpose of this Agreement, "**Aboriginal and Torres Strait Islander**" means "a person of Aboriginal and/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."
- 65.3 The University will further develop and implement an Aboriginal and Torres Strait Islander Peoples Employment Strategy with the aim of improving the employment and participation of Aboriginal and Torres Strait Islander Peoples at all levels of the University, both within the Badanami Centre for Indigenous Education and across the University, through effective measures for employees recruitment, development, support and retention; participation of Aboriginal and Torres Strait Islander Peoples Employees in cultural/ceremonial activities; recognition of Aboriginal and Torres Strait Islander Peoples culture and the existence of the Badanami Centre for Indigenous Education within the University.
- 65.4 The Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee will monitor and review the implementation of the Aboriginal and Torres Strait Islander Peoples Employment Strategy and provide a report of monitored information. The Committee will, as required, make recommendations to the University to improve the Employment Strategy.
- 65.5 The Committee will include as part of its membership:
- (a) the University Executive member with responsibility for Aboriginal and Torres Strait Islander Peoples employment;
  - (b) another University employee with responsibility for the Badanami Centre for Indigenous Education;
  - (c) the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement;
  - (d) a nominee from each of the Unions who are Aboriginal and Torres Strait Islander Peoples employees of the University, or their nominees as appointed by the Unions;
  - (e) at least 2 Aboriginal and Torres Strait Islander Peoples employees who work for the University (one academic and one professional staff Employee) elected by Aboriginal and Torres Strait Islander Peoples who work for the University; and
  - (f) 2 nominees of the Aboriginal and Torres Strait Islander Peoples community. Membership of the categories described in subclauses 65.5(d), (e) and (f) will be renewed on a bi-annual basis.
- 65.6 The Employment Strategy will incorporate:
- (a) employment initiatives with the objective of the University employing 62 Aboriginal and Torres Strait Islander Peoples Employees by the end of the term of this Agreement. Aboriginal and Torres Strait Islander Peoples engaged as Trainees by the University will not be included when assessing whether the University is meeting this objective;
  - (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 Aboriginal and Torres Strait Islander Peoples Employees as compared to positions occupied by non-Aboriginal and Torres Strait Islander Peoples Employees; and
    - (iii) appropriate employment retention and promotion of Aboriginal and Torres Strait Islander Peoples Employees into identified and non-identified roles;
  - (c) annual review of the numbers of Aboriginal and Torres Strait Islander Peoples Employees compared to the objective in order to assess progress and develop further measures to give effect to the Aboriginal and Torres Strait Islander Peoples Employment Strategy;
  - (d) a definition of "self-determination" for Aboriginal and Torres Strait Islander Peoples and how it will apply to Aboriginal and Torres Strait Islander Peoples Employees at the University, developed by the members of the Aboriginal and Torres Strait Islander Peoples 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 Aboriginal and Torres Strait Islander Peoples Employees and in conjunction with the appointment of Aboriginal and Torres Strait Islander Peoples Employees;
  - (f) a program of Aboriginal and Torres Strait Islander Peoples traineeships, scholarships and sponsorships to cultural events relevant to position and career related personal development;
  - (g) Individual professional development plans for Aboriginal and Torres Strait Islander Peoples Employees, developed in consultation with their Supervisor and, where requested, the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement; and
  - (h) supplementary funding for development programs will be provided through the Aboriginal and Torres Strait Islander Peoples Employment Strategy.
- 65.7 The University will require, and provide support for all Employees of the University to respect and work within the guiding principles of the Employment Strategy, and all Employees of the University must respect and work within these guiding principles, which will include the principles of:
- (a) respect and consideration for the cultural, social and religious systems practised by Aboriginal and Torres Strait Islander Peoples;
  - (b) recognition that the knowledge of Aboriginal and Torres Strait Islander Peoples provides a significant contribution to all other bodies of knowledge;
  - (c) acknowledgement of the scholarship that Aboriginal and Torres Strait Islander Peoples Employees bring to the University;
  - (d) acknowledgement that participation of Aboriginal and Torres Strait Islander Peoples in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander Peoples as Employees;
  - (e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples requires the redress of past social injustice, exploitation and employment inequity; and
  - (f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals and objectives, in consultation with their Supervisors.
- 65.8 The University is committed to a regular review of policies that will include Aboriginal and Torres Strait Islander Peoples Employees in the consultation process, and ensure that the policies address the specific backgrounds and needs of Aboriginal and Torres Strait Islander Peoples Employees and



recognise the importance of Aboriginal and Torres Strait Islander Peoples knowledge, learning and community links.

65.9 The University recognises that "Aboriginality" is a genuine occupational qualification and that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services to other Aboriginal and Torres Strait Islander Peoples and advice about Aboriginal and Torres Strait Islander Peoples culture and people. Therefore, the University recognises that in certain circumstances it may be appropriate for Aboriginal and Torres Strait Islander Peoples to be employed by the University to provide specific services to other Aboriginal and Torres Strait Islander Peoples. In these circumstances, these positions require an applicant to be an Aboriginal and Torres Strait Islander Peoples as a genuine occupational qualification as authorised by section 14 of the *Anti-Discrimination Act 1977 (NSW)* as varied, amended or replaced from time to time.

65.10 The University will:

- (a) identify positions that are established to recruit, support, educate and/or provide services to Aboriginal and Torres and Strait Islander Peoples students and staff, and recruit Aboriginal and Torres Strait Islander Peoples into those positions;
- (b) subject to the availability of suitably qualified people, take steps to provide for all positions in the Badanami Centre for Indigenous Education to be filled by Aboriginal and Torres Strait Islander Peoples within the term of this Agreement;
- (c) maintain a Senior Staff position as Head of the Badanami Centre for Indigenous Education with overall responsibility for advice, coordination and management of Aboriginal and Torres Strait Islander Peoples education policy, Aboriginal and Torres Strait Islander Peoples students and educational matters; and
- (d) maintain a Senior Staff position to facilitate the implementation of the Aboriginal and Torres Strait Islander Peoples Employment Strategy and related policies.

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

65.11 Any committee established for the selection of an identified position, or for the assessment of an existing Aboriginal and Torres Strait Islander Peoples Employee for any purpose, will, subject to the availability of suitably qualified people, comprise of at least 50% Aboriginal and Torres Strait Islander Peoples membership.

65.12 Leave for Aboriginal and Torres Strait Islander Peoples Employees to participate in cultural/ceremonial activities is provided under clause 35: Personal Leave.

65.13 In recognition of the increased effectiveness and productivity of ongoing or fixed-term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed-term Employee who is required to use Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule 3. Aboriginal and Torres Strait Islander Peoples language will mean a recognised proficiency in anyone of the Aboriginal or Torres Strait Islander Peoples languages.

## **66. POLICY**

66.1 The University will provide Employees and the Unions with the opportunity to comment on any new policy or guideline and any significant change to an existing policy or guideline that affects working conditions prior to finalisation.

**67. ENVIRONMENTAL SUSTAINABILITY**

- 67.1 The University is committed to implementing initiatives consistent with its Environmental Management Plan and overall strategic plan. As part of its commitment to sustainability, the University has become a signatory to the Talloires Declaration, the official international statement made by university administrators of a commitment to environmental sustainability in higher education.
- 67.2 The University will maintain a program to build staff awareness of energy efficiency, waste minimisation, sustainable transport use and greater water efficiency.
- 67.3 The Implementation Committee will be provided with an annual overview of the University's sustainability strategy and initiatives. The committee will provide feedback and input to the implementation of the Environmental Management Plan and Sustainability Plan.
- 67.4 The Unions will each nominate a staff representative with relevant professional expertise to become a member of the University Greening Task Force.

## PART R: SCHEDULES

## SCHEDULE 1: ANNUAL PROFESSIONAL STAFF PAY RATES

LEVEL	Step	Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
1	1	\$42,945	\$44,233	\$45,560	\$47,041	\$48,805
1	2	\$43,809	\$45,123	\$46,477	\$47,987	\$49,787
1	3	\$44,683	\$46,023	\$47,404	\$48,945	\$50,780
2	1	\$45,986	\$47,366	\$48,787	\$50,372	\$52,261
2	2	\$46,961	\$48,370	\$49,821	\$51,440	\$53,369
2	3	\$47,943	\$49,381	\$50,863	\$52,516	\$54,485
2	4	\$48,923	\$50,391	\$51,902	\$53,589	\$55,599
3	1	\$49,683	\$51,173	\$52,709	\$54,422	\$56,463
3	2	\$51,205	\$52,741	\$54,323	\$56,089	\$58,192
3	3	\$52,728	\$54,310	\$55,939	\$57,757	\$59,923
3	4	\$54,248	\$55,875	\$57,552	\$59,422	\$61,650
4	1	\$54,685	\$56,326	\$58,015	\$59,901	\$62,147
4	2	\$55,881	\$57,557	\$59,284	\$61,211	\$63,506
4	3	\$57,075	\$58,787	\$60,551	\$62,519	\$64,863
4	4	\$58,270	\$60,018	\$61,819	\$63,828	\$66,221
5	1	\$59,033	\$60,804	\$62,628	\$64,664	\$67,088
5	2	\$60,989	\$62,819	\$64,703	\$66,806	\$69,311
5	3	\$62,948	\$64,836	\$66,782	\$68,952	\$71,538
5	4	\$64,902	\$66,849	\$68,855	\$71,092	\$73,758
5	5	\$66,861	\$68,867	\$70,933	\$73,238	\$75,985
6	1	\$67,729	\$69,761	\$71,854	\$74,189	\$76,971
6	2	\$69,359	\$71,440	\$73,583	\$75,974	\$78,823
6	3	\$70,993	\$73,123	\$75,316	\$77,764	\$80,680
6	4	\$72,623	\$74,802	\$77,046	\$79,550	\$82,533
7	1	\$74,255	\$76,483	\$78,777	\$81,337	\$84,388
7	2	\$76,209	\$78,495	\$80,850	\$83,478	\$86,608
7	3	\$78,166	\$80,511	\$82,926	\$85,621	\$88,832
7	4	\$80,123	\$82,527	\$85,002	\$87,765	\$91,056
8	1	\$82,952	\$85,441	\$88,004	\$90,864	\$94,271
8	2	\$85,996	\$88,576	\$91,233	\$94,198	\$97,731
8	3	\$89,039	\$91,710	\$94,461	\$97,531	\$101,189
8	4	\$92,085	\$94,848	\$97,693	\$100,868	\$104,651
9	1	\$95,998	\$98,878	\$101,844	\$105,154	\$109,098
9	2	\$99,261	\$102,239	\$105,306	\$108,728	\$112,806
9	3	\$102,518	\$105,594	\$108,761	\$112,296	\$116,507
10	1	\$102,519	\$105,595	\$108,762	\$112,297	\$116,508

**SCHEDULE 2: APPRENTICE PAY RATES**

Apprentices will be paid the following percentages of the annual salary of Level 3, Step 1 as set out in Schedule 1.

	<b>Rate from 11.05.12</b>	<b>3% effective 11.04.14</b>	<b>3% effective 10.04.15</b>	<b>3.25% effective 08.04.16</b>	<b>3.75% effective 13.01.17</b>
<b>Year 1 – 45%</b>	\$22,357	\$23,028	\$23,719	\$24,489	\$25,408
<b>Year 2 – 60%</b>	\$29,810	\$30,704	\$31,625	\$32,653	\$33,878
<b>Year 3 – 75%</b>	\$37,262	\$38,380	\$39,531	\$40,816	\$42,347
<b>Year 4 – 90%</b>	\$44,715	\$46,056	\$47,438	\$48,980	\$50,817

**SCHEDULE 3: ALLOWANCES**

**FIRST AID ALLOWANCE: WEEKLY RATE**

Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
\$13.16	\$13.55	\$13.96	\$14.41	\$14.95

**UNIFORM/LAUNDRY ALLOWANCE FOR SECURITY OFFICERS, ATTENDANTS AND HOUSE OFFICERS: PER SHIFT**

Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
\$1.82	\$1.87	\$1.93	\$1.99	\$2.06

**PROTECTIVE/INDUSTRIAL CLOTHING ALLOWANCE IF CLOTHING IS REGULARLY WORN AND THERE IS NO PROVISION FOR LAUNDERING: DAILY RATE**

Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
\$0.90	\$0.93	\$0.96	\$0.99	\$1.03

**ON-CALL ALLOWANCE PAYABLE UNDER CLAUSE 20: ON-CALL ALLOWANCE: DAILY RATE**

	Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
<b>Monday-Friday</b>	\$12.00	\$12.36	\$12.73	\$13.14	\$13.63
<b>Saturday, Sunday, public holiday or day off</b>	\$20.00	\$20.60	\$21.22	\$21.91	\$22.73

**ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES LANGUAGE ALLOWANCE PAYABLE UNDER CLAUSE 65:  
ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY: ANNUAL RATE**

	Rate from 11.05.12	3% effective 11.04.14	3% effective 10.04.15	3.25% effective 08.04.16	3.75% effective 13.01.17
Allowance for use of minimal knowledge of language for the purpose of simple communication	\$1,428	\$1,471	\$1,515	\$1,564	\$1,623
Allowance for a level of ability for the ordinary purposes of general business, conversation, reading and writing	\$2,857	\$2,943	\$3,031	\$3,130	\$3,247

**SCHEDULE 4: POSITION DESCRIPTORS**

<b>Definition 1:</b>	<b>Supervision</b>
Close Supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine Supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General Direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad Direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.
<b>Definition 2:</b>	<b>Qualifications within the Australian Qualifications Framework</b>
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade Certificate:	Completion of an apprenticeship, normally of 4 years duration, or equivalent recognition, eg Certificate III.
Post-Trade Certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2 year part time post-Year 12 or Post-Trade Certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to 2 years full time post-Year 12 study.
Advanced Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a 1 year Diploma.
Postgraduate Degree:	A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised.

The above definitions also include equivalent recognised overseas qualifications.

**Definition 3: Classification Dimensions**

Training Level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational Equivalent:	Examples of occupations typically falling within each classification level.
Level of Supervision:	This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others
Task Level:	The type, complexity and responsibility of tasks typically performed by employees within each classification level.
Organisational Knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, Independence and Problem Solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.  This dimension looks at how much of each of these 3 qualities applies at each classification level.
Typical Activities:	Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

**LEVEL 1**

**Training Level or Qualifications**

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 35 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

**Occupational Equivalent**

Cleaner, labourer, trainee for level 2 duties.

**Level of Supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision.

**Task Level**

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required.

Established procedures exist.

**Organisational Knowledge**

May provide straightforward information to others on building or service locations.

**Judgement, Independence and Problem Solving**

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

**Typical Activities**

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

**LEVEL 2**

**Training Level or Qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or:

- a. completion of Year 10; or
- b. completion of Certificates I or II; or
- c. completion of 12 months at Level 1; or
- d. an equivalent combination of experience and training.

**Occupational Equivalent**

Administrative assistant.

**Level of Supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

**Task Level**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

**Organisational Knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

**Judgement, Independence and Problem Solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.



### **Typical Activities**

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

### **LEVEL 3**

#### **Training Level or Qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- a. completion of a Trades Certificate or Certificate III; or
- b. completion of Year 10 or a Certificate II, with relevant work experience; or
- c. an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### **Occupational Equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant, security officer

#### **Level of Supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

#### **Task Level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

#### **Organisational Knowledge**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

#### **Judgement, Independence and Problem Solving**

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

### **Typical Activities**

#### In trades positions

Apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

#### In technical assistant positions

- a. assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments
- b. monitor experiments for report to a technical officer
- c. assist with the preparation of specimens
- d. assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

#### In administrative positions

Perform a range of administrative support tasks including:

- a. standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;
- b. provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- c. process accounts for payment.

#### Security Officers

May be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

### **LEVEL 4**

#### **Training Level or Qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. completion of a Diploma level qualification or
- b. completion of a Certificate IV with relevant work experience, or
- c. completion of a Trades Certificate and relevant experience and on the job training, or
- d. completion of a Certificate III with extensive relevant work experience, or
- e. an equivalent combination of relevant experience and/or education/training.

#### **Occupational Equivalent**

Technical officer or technician, administrative above Level 3, advanced tradespersons.

#### **Level of Supervision**

##### In technical positions

Routine supervision to general direction depending upon experience and the complexity of the tasks.

##### In other positions

General direction.

May liaise with others to achieve objectives including employees at higher levels.

May undertake stand-alone work.

#### **Task Level**

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

#### **Organisational Knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

#### **Judgement, Independence and Problem Solving**

##### In trades positions

Extensive diagnostic skills.

##### In technical positions

Apply theoretical knowledge and techniques to a range of procedures and tasks.

##### In administrative positions

Provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Typical Activities**

#### In trades positions

- a. work on complex engineering or interconnected electrical circuits
- b. exercise high precision trades skills using various materials and/or specialised techniques.

#### In technical positions

- a. develop new equipment to criteria developed and specified by others,
- b. under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- c. demonstrate the use of equipment and prepare reports of a technical nature as directed.

#### In library technician positions

- a. undertake copy cataloguing
- b. use a range of bibliographic databases
- c. undertake acquisitions
- d. respond to reference inquiries.

#### In administrative positions:

- a. may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems
- b. plan and set up spreadsheets or data base applications
- c. be responsible for providing a full range of secretarial services, e.g. in a school provide advice to students on enrolment procedures and requirements
- d. administer enrolment and course progression records.

## **LEVEL 5**

### **Training Level or Qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. completion of a degree without relevant work experience. or
- b. completion of an advanced diploma qualification and at least 1 years relevant work experience, or
- c. completion of a diploma qualification and at least 2 years relevant work experience. or
- d. completion of a Certificate IV and extensive relevant work experience, or
- e. completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or
- f. an equivalent combination of relevant experience and/or education/training.

### **Occupational Equivalent**

Graduate (ie degree) or professional, without relevant professional experience on entry; administrator with responsibility for advice and determinations; research assistant; experienced technical officer, trades team leader.

### **Level of Supervision**

In professional positions (including research) - routine supervision to general direction, depending on tasks involved and experience. In other positions - general direction and may supervise other employees. In trades positions - may supervise and coordinate other employees to achieve objectives.

### **Task Level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **Organisational Knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

### **Judgement, Independence and Problem Solving**

#### In professional positions

Solve problems through the standard application of theoretical principles and techniques at degree level.

#### In technical positions

Apply standard technical training and experience to solve problems. In administrative positions - may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

### **Typical Activities**

#### In technical positions

- a. develop new equipment to general specifications
- b. under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- c. under broad direction, set up, monitor and demonstrate standard experiments and equipment use. Prepare reports of a technical nature.

#### In library technician positions

- a. perform at a higher level than Level 4, including:
- b. assist with reader education programs and more complex bibliographic and acquisition services.

#### In administrative positions

Responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

#### In professional positions and under professional supervision:

- a. work as part of a research team in a support role
- b. provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- c. provide counselling services.

#### In trades positions

May supervise and coordinate other employees to achieve objectives.

## **LEVEL 6**

### **Training Level or Qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. a degree with relevant experience, or
- b. extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
- c. an equivalent combination of relevant experience and/or education/training.

### **Occupational Equivalent**

Graduate or professional with relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor, research assistant.

### **Level of Supervision**

In professional positions - general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non- professional employees.

#### **Task Level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

#### **Organisational Knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

#### **Judgement, Independence and Problem Solving**

Discretion to innovate within own function and take responsibility for outcomes. Design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation. Exercise high level diagnostic skills on sophisticated equipment or systems. Analyse and report on data and experiments.

#### **Typical activities**

##### In technical positions

- a. manage a teaching or research laboratory or a field station
- b. provide highly specialised technical services
- c. set up complex experiments
- d. design and construct complex or unusual equipment to general specifications, assist honours and postgraduate students with their laboratory requirements, install, repair, provide and demonstrate computer services in laboratories.

##### In administrative positions

- a. provide financial, policy and planning advice
- b. service a range of administrative and academic committees including preparation of agendas, papers, minutes and correspondence
- c. monitor expenditure against budget in a school.

##### In professional positions

- a. work as part of a research team
- b. provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- c. provide counselling services
- d. undertake a range of computer programming tasks. Provide documentation and assistance to computer users
- e. analyse less complex user and system requirements
- f. operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out posted service.

##### In trades positions:

Manage a functional unit delivering a range of highly specialised services or expertise in more than one field

#### **LEVEL 7**

#### **Training Level or Qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. a degree with at least 4 years relevant experience, or
- b. extensive experience and management expertise in technical or administrative fields, or
- c. an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent**

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex school.

**Level of Supervision**

Broad direction. May manage other employees including administrative, technical and/or professional employees.

**Task Level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

**Organisational Knowledge**

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

**Judgement, Independence and Problem Solving**

Independently relate existing policy to work assignments. Rethink the way a specific body of knowledge is applied in order to solve problems. Adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve standalone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

**Typical Activities**

- a. In a library - combine specialist expertise and responsibilities for managing a library function.
- b. In student services - the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.
- c. In technical manager positions - the management of teaching and research facilities for a department or school.
- d. In research positions - acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- e. In administrative positions - provide less senior administrative support to relatively small and less complex schools or equivalent.

**LEVEL 8**

**Training Level or Qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
- b. management expertise and extensive experience, or
- c. an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent**

Manager (including administrative, research, professional or scientific); senior administrator; senior research assistant with complex responsibilities.

**Level of Supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

**Task Level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

**Organisational Knowledge**

The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

**Judgement, Independence and Problem Solving**

Responsible for program development and implementation. Provide strategic support and advice (eg, to schools or Colleges) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

**Typical Activities**

- a. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- b. Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- c. Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.
- d. Provide senior administrative support to Colleges or schools of medium complexity, taking into account the size, budget, number of locations, course structure, external activities and management practices within the College, school or equivalent unit.

**LEVEL 9**

**Training Level or Qualifications**

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. postgraduate qualifications and extensive relevant experience; or
- b. extensive management experience and proven management expertise; or
- c. an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent**

Manager (including administrative, research, professional or scientific); senior school or College administrator.

**Level of Supervision**

Broad direction working with a considerable degree of autonomy. May have management responsibility for a major functional area or may manage other employees including administrative, technical and/or professional employees.

**Task Level**

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

**Organisational Knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

**Judgement, Independence and Problem Solving**

Responsible for significant program development and implementation. Provide strategic support and advice (eg, to schools or Colleges or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

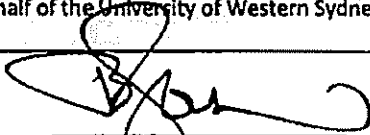

**Typical Activities**

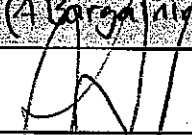
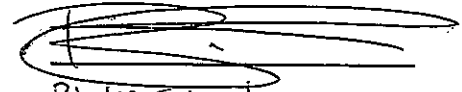
- a. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- b. Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- c. Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to a College or more complex school, taking into account the size, budget, course structure, number of locations, external activities and management practices within the College/Schools or equivalent unit.



**PART 5: SIGNATORIES TO THE AGREEMENT**

<b>Signed for and on behalf of the University of Western Sydney by its authorised representative.</b>	
<b>Signed:</b>	 Professor Barney Glover Vice-Chancellor University of Western Sydney Locked Bag 1797 Penrith South DC NSW 1797 Date: <u>5 / 11 / 14</u>
<b>Witnessed by:</b>	Signature of Witness: <u>M. Oliver</u> Name of Witness (print): <u>Maree Oliver</u> Address of Witness (print): <u>Locked Bag 1797</u> <u>Penrith NSW 2751</u> Date: <u>5 / 11 / 14</u>
<b>Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative, as a bargaining representative for the employees.</b>	
<b>Signed:</b>	 Graham McCulloch National Secretary National Tertiary Education Industry Union PO Box 1323 South Melbourne Vic 3205 Date: <u>13 / 11 / 2014</u>
<b>Witnessed by:</b>	Signature of Witness: <u>Wayne Cupido</u> Name of Witness (print): <u>Wayne Cupido</u> Address of Witness (print): <u>PO Box 1323</u> <u>South Melbourne Vic 3205</u> Date: <u>13 / 11 / 2014</u>

Signed for and on behalf of the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU) by its authorised representative. <i>(A Bargaining Representative for employees)</i>	
Signed:	 _____ Steve Turner Assistant State Branch Secretary Community and Public Sector Union (SPSF Group), NSW Branch 160 Clarence Street Sydney NSW 2000 Date: <u>13, 11, 2014</u>
Witnessed by:	Signature of Witness:  Name of Witness (print): <u>Blake Stephens</u> Address of Witness (print): <u>160 Clarence St</u> <u>Sydney NSW 2000</u> Date: <u>13, 11, 2014.</u>



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**University of Western Sydney**  
(AG2014/9888)

### UNIVERSITY OF WESTERN SYDNEY PROFESSIONAL STAFF AGREEMENT 2014

Educational services

COMMISSIONER MCKENNA

SYDNEY, 5 DECEMBER 2014

*Application for approval of the University of Western Sydney Professional Staff Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *University of Western Sydney Professional Staff Agreement 2014* (“the Agreement”). The application has been made by the University of Western Sydney (“the applicant”) pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. The applicant has provided written undertakings addressing miscellaneous matters. A copy of the undertakings is attached to this decision and marked “Annexure A”. I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The National Tertiary Education Industry Union and the Community and Public Sector Union (SPSF Group) NSW Branch concur with the undertakings and have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 31 January 2017.



**Undertakings under section 190 of the Fair Work Act 2009**

***University of Western Sydney Professional Staff Agreement 2014 (Agreement)***

**AG2014/9888**

In accordance with section 190 of the *Fair Work Act 2009 (the Act)*, the University of Western Sydney (**University**) undertakes, while the Agreement is in operation, as follows:

**1. Clause 12.1 – Information for Employees on Terms of Engagement**

*In addition to the information to be provided to a part-time Employee under clause 12.1 of the Agreement, on commencement of employment, the University and a part-time Employee will agree on a regular pattern of work and the University will provide the part-time Employee with written confirmation of:*

- *their hours to be worked each day;*
- *which days of the week the Employee will work; and*
- *the starting and finishing times each day.*

**2. Clause 18.5 – Annual Leave Loading**

*The University will pay an Employee annual leave loading on termination of employment for misconduct.*

**3. Clause 35.3 – Personal Leave**

*When applying Clause 35.3 Personal Leave, the University will ensure an employee is able to utilise accumulated sick leave from Clause 36 in accordance with the National Employment Standards.*

**4. Clause 36.1(a) – Sick Leave**

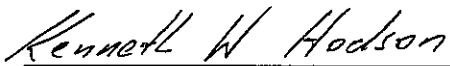
*In addition to the circumstances set out in clause 36.1(a) of the Agreement, the University will permit an Employee, except a casual Employee, to take sick leave in accordance with clause 36 of the Agreement if they are unable to work because of personal injury.*

All references to legislation in these undertakings are references to the relevant provisions of the legislation as amended or replaced.

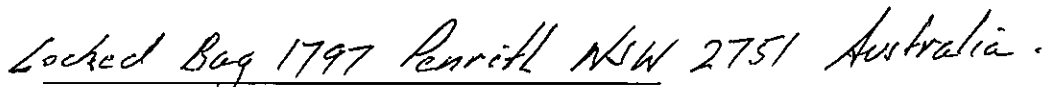
Signed for the University of Western Sydney by its representative:



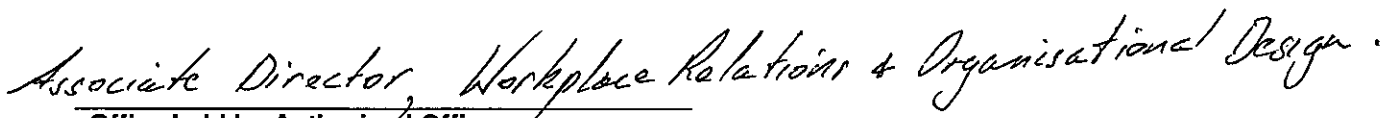
Signature of Authorised Officer



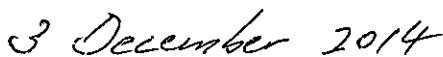
Name of Authorised Officer (print)



Address of Authorised Officer



Office held by Authorised Officer



Dated