



University of Sydney Enterprise Agreement 2018 – 2021

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*Please Note: the EA contains errors which
needs amending through an application to vary.*

Sydney University

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CPSU NSW represents all Professional Staff in Universities and TAFE in association with the PSA of NSW with a combined membership of over 35,000 and over 130,000 Australia wide.

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THE
**PROFESSIONAL
STAFF UNION**



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University Of Sydney
(AG2017/6744)

UNIVERSITY OF SYDNEY ENTERPRISE AGREEMENT 2018 - 2021

Educational services

COMMISSIONER JOHNS

SYDNEY, 20 APRIL 2018

Application for approval of the University of Sydney Enterprise Agreement 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *University of Sydney Enterprise Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by University Of Sydney. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union (CPSU) and the National Tertiary Education Union (NTEU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 April 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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The University of Sydney Enterprise Agreement 2018-21

CONTENTS

PART A: OPERATION OF AGREEMENT

1	TITLE
2	OBJECTIVES
3	DEFINITIONS
4	INTERPRETATION
5	TERM OF AGREEMENT
6	APPLICATION OF AGREEMENT
7-11	INDIVIDUAL FLEXIBILITY ARRANGEMENTS
12	AVAILABILITY OF AGREEMENT
13-14	RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES
15	NO EXTRA CLAIMS

PART B: EMPLOYMENT ARRANGEMENTS

16	ANTI-DISCRIMINATION
17-19	ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT STRATEGY
20	EMPLOYMENT INFORMATION
21-22	EMPLOYMENT CATEGORIES
	CONTINUING EMPLOYMENT
23	DEFINITION
	FIXED TERM EMPLOYMENT
24	DEFINITION
25	WHEN MAY STAFF BE EMPLOYED ON A FIXED TERM BASIS
26	SALARY AND CONDITIONS UNDER FIXED TERM CONTRACTS
27-32	FURTHER OFFERS OF EMPLOYMENT AND ENDING FIXED TERM EMPLOYMENT
33-35	SEVERANCE PAY
36	SAVINGS CLAUSE
37	EXCLUSIONS FROM SEVERANCE PAY
38-39	DELAY OF SEVERANCE PAY
40	CONVERSION
41	TAX TREATMENT OF SEVERANCE PAY
42	NO DISCRIMINATION AGAINST FIXED TERM STAFF IN APPLYING FOR CONTINUING POSITIONS
43-48	EXTERNALLY FUNDED FIXED TERM CONTRACT STAFF (INCLUDING CONTRACT RESEARCH STAFF)
	CASUAL EMPLOYMENT
49-50	DEFINITION
51-59	EMPLOYMENT ARRANGEMENTS AND PERFORMANCE ASSESSMENT
60	CASUAL SERVICE
61	CASUAL PAY RATES
62-66	EMPLOYMENT CONDITIONS APPLICABLE TO CASUAL ACADEMIC STAFF ONLY
67-69	APPLICATIONS FOR CONVERSION TO CONTINUING OR FIXED TERM EMPLOYMENT

PART C: PROBATION AND CONFIRMATION

PROBATION

75	EMPLOYMENT ON PROBATIONARY BASIS
76-80	PROBATION PERIOD
81-85	TERMINATION OF EMPLOYMENT DURING PROBATION

CONFIRMATION – ACADEMIC STAFF ONLY

86-89	CONFIRMATION PERIOD
90-93	TERMINATION OF EMPLOYMENT DURING CONFIRMATION PERIOD

PART D: CLASSIFICATIONS, SALARIES AND ALLOWANCES

94	CLASSIFICATIONS AND CLASSIFICATION DESCRIPTORS
95	ACADEMIC STAFF ROLES
96-103	EDUCATION FOCUSED ROLES
104-116	ACADEMIC FELLOWSHIPS
117-120	POSTGRADUATE FELLOWSHIPS

PROFESSIONAL STAFF CLASSIFICATION ASSESSMENT

121-122	CLASSIFICATION PRINCIPLES
123-124	CLASSIFICATION ASSESSMENT PROCESS
125-129	PROFESSIONAL STAFF POSITION DESCRIPTIONS
130-134	CLASSIFICATION REASSESSMENT PROCESS
135-139	CLASSIFICATION APPEALS

SALARIES, LOADINGS AND ALLOWANCES

140-141	SALARIES AND SALARY INCREASES
142	SALARY UPLIFT
143-144	BONUS PAYMENT
145	APPRENTICES
146	CADETS
147	TRAINEES
148-152	SUPPORTED WAGE ARRANGEMENTS
153-154	INCREMENTAL PROGRESSION
155	ALLOWANCES
156-159	HIGHER DUTIES – PROFESSIONAL STAFF ONLY
160-162	PAYMENT OF SALARIES AND RELATED PAYMENTS
163-167	SUPERANNUATION
168	REMUNERATION PACKAGING

PART E: HOURS OF WORK AND WORKING ARRANGEMENTS

169	HOURS OF WORK
170-172	PART-TIME EMPLOYMENT
173-175	SEASONAL, PART-YEAR AND ANNUALISED EMPLOYMENT – PROFESSIONAL STAFF ONLY
176-183	FLEXIBLE WORKING ARRANGEMENTS
184-186	INTERCAMPUS WORK AND TRAVEL

PART F: PUBLIC HOLIDAYS, CONCESSIONAL DAYS AND LEAVE

187-190	PUBLIC HOLIDAYS AND CONCESSIONAL DAYS
---------	---------------------------------------

ANNUAL LEAVE

191-200	ANNUAL LEAVE
201	INTERACTION WITH PERSONAL LEAVE
202	PAYMENT IN LIEU OF ACCRUED ANNUAL LEAVE
203-206	ANNUAL LEAVE LOADING
207-215	PERSONAL LEAVE
216	CASUAL STAFF
217	COMPASSIONATE LEAVE
218-220	DOMESTIC AND FAMILY VIOLENCE LEAVE
221-222	NOTIFICATION AND SUPPORTING EVIDENCE FOR PERSONAL, COMPASSIONATE AND DOMESTIC AND FAMILY VIOLENCE LEAVE

LONG SERVICE LEAVE

223-224	LEAVE ENTITLEMENT
225	LEAVE ENTITLEMENT – CASUAL STAFF
226-227	TAKING LONG SERVICE LEAVE
228-230	LONG SERVICE LEAVE PAY AND PAYMENT IN LIEU OF LONG SERVICE LEAVE
231-234	CALCULATION OF SERVICE AND LEAVE ENTITLEMENTS

PARENTAL LEAVE

235	DEFINITIONS
236-240	GENERAL PRINCIPLES
241-242	UNPAID PARENTAL LEAVE
243-249	PREGNANT STAFF – LEAVE AND BENEFITS
250-254	PARTNERS - LEAVE AND BENEFITS
255-258	ADOPTING PARENTS
259	SAME SEX PARENTS
260	BOTH PARENTS ARE UNIVERSITY STAFF MEMBERS
261	SUPERANNUATION PAYMENTS DURING PAID PARENTAL LEAVE
262-269	ARRANGEMENTS SPECIFIC TO FIXED TERM CONTRACTS
270-276	RETURN TO WORK AFTER PARENTAL LEAVE
277-278	IMPACT OF PARENTAL LEAVE ON SERVICE
279-282	SAFE WORK DURING PREGNANCY AND BREASTFEEDING
283-285	KEEPING IN TOUCH WHILE ON PARENTAL LEAVE

286-287	RESEARCH AND PROFESSIONAL DEVELOPMENT LEAVE
288	PRO RATA ENTITLEMENTS
289-291	APPLYING FOR AND TAKING RESEARCH OR PROFESSIONAL DEVELOPMENT LEAVE
292-294	JURY SERVICE
295-298	DEFENCE LEAVE
299-301	EMERGENCY SERVICES LEAVE
302	SPECIAL LEAVE
303	LEAVE WITHOUT PAY
304	WITNESS LEAVE

PART G: MANAGEMENT OF WORK AND PERFORMANCE

305	PERFORMANCE OF WORK
306-314	WORKPLACE CONDUCT
315-317	INTELLECTUAL FREEDOM
WORKLOADS – ACADEMIC STAFF	
318	OBJECTIVE OF ACADEMIC WORKLOAD PROVISIONS
319	WORKLOAD ALLOCATION PRINCIPLES
320-325	WORKLOAD ALLOCATION POLICY
326-336	INDIVIDUAL WORKLOAD ALLOCATION
337	PART-TIME ACADEMIC STAFF
338-340	WORKLOAD MONITORING COMMITTEE
341	DISPUTE RESOLUTION
342-347	WORKLOADS FOR PROFESSIONAL STAFF

PART H: PLANNING AND DEVELOPMENT

PAY AND CAREER EQUITY

348	PAY EQUITY
349	CAREER EQUITY
350-359	P&D PROGRAM
360-361	CAREER DEVELOPMENT FOR PROFESSIONAL STAFF
362-368	PROFESSIONAL STAFF SECONDMENT AND EXCHANGE SCHEME
369-374	PROFESSIONAL STAFF DEVELOPMENT FUND
375-377	ADVERTISING PROFESSIONAL STAFF VACANCIES
378	PERFORMANCE IMPROVEMENT
379-383	UNSATISFACTORY PERFORMANCE
384	MISCONDUCT AND SERIOUS MISCONDUCT

PART I: MANAGING WORKPLACE CHANGE

385-388	PRINCIPLES
389	PRELIMINARY STAGE
390	CONSULTATION STAGE 1

391-394	CONSULTATION STAGE 2
395	IMPLEMENTATION
396	REVIEW
398	CHANGES AFFECTING INDIVIDUAL STAFF
398-401	CHANGES TO ROSTERS OR HOURS OF WORK

PART J: REDEPLOYMENT AND REDUNDANCY

402	EXCLUSION OF CERTAIN CATEGORIES OF STAFF
403	JOB SECURITY
404	VOLUNTARY EARLY RETIREMENT SCHEMES

REDEPLOYMENT AND REDUNDANCY

405-407	NOTICE OF REDUNDANCY
408-409	CONSIDERATION PERIOD
410-412	ACCEPTING AN OFFER OF VOLUNTARY REDUNDANCY
413-416	REDEPLOYMENT
417	EXTENDED NOTICE PERIOD
418	INVOLUNTARY REDUNDANCY
419-420	SEVERANCE PAYMENTS AND RELATED CONDITIONS

PART K: MANAGING ILL HEALTH AND INJURY

421-422	MEDICAL EXAMINATION
423-430	TERMINATION OF EMPLOYMENT ON GROUNDS OF ILL HEALTH

PART L: CESSATION OF EMPLOYMENT – ACADEMIC AND PROFESSIONAL STAFF

431	APPLICATION OF THIS PART
432	RESIGNATION OR RETIREMENT
433-434	TERMINATION BY THE UNIVERSITY
435	PAYMENT IN LIEU OF NOTICE

PART M: HEALTH, SAFETY & PERSONAL PROPERTY

436-438	CLOTHING AND SAFETY EQUIPMENT
439-441	HAZARDOUS SUBSTANCES/SITUATIONS
441-444	DAMAGE TO PERSONAL PROPERTY

PART N: CONSULTATION, DISPUTE RESOLUTION AND UNION REPRESENTATION

445-449	JOINT CONSULTATIVE COMMITTEE
451-453	LOCAL JOINT CONSULTATIVE COMMITTEE
454	ENVIRONMENTAL SUSTAINABILITY

REVIEW OF ACTIONS AND DECISIONS AND DISPUTE SETTLING PROCEDURES

455	LOCAL RESOLUTION
456-458	REVIEW BY DELEGATED OFFICER (STAFFING)

459-468	REVIEW COMMITTEES
469-472	DISPUTE SETTLING PROCEDURES

PART O: MISCELLANEOUS

473-474	UNION RESOURCES AND ACCESS
475-477	UNION MEETINGS
478	INDUSTRIAL RELATIONS TRAINING
479	ACCESS TO A STAFF CARD, EMAIL AND THE LIBRARY FOR CASUAL ACADEMIC STAFF

SCHEDULES

SCHEDULE 1 – SALARIES, LOADINGS AND CASUAL RATES OF PAY

SCHEDULE 2 – CLASSIFICATION DESCRIPTORS

SCHEDULE 3 – ALLOWANCES

SCHEDULE 4 – WORKING HOURS AND RELATED MATTERS FOR PROFESSIONAL STAFF

CLAUSES 1-36

SCHEDULE 5 – ENGLISH LANGUAGE TEACHING STAFF

CLAUSES 1-65

SCHEDULE 6 – VETERINARY CLINICS

CLAUSES 1-20

SCHEDULE 7 – FARM STAFF

CLAUSES 1-19

PART A: OPERATION OF AGREEMENT

TITLE

1 This Agreement is called the University of Sydney Enterprise Agreement 2018-2021.

OBJECTIVES

- 2 The initiatives in this Agreement have been negotiated to reflect the University's core values and to give effect to the Parties' commitment to:
- (a) ensuring that staff of outstanding quality and international standing are attracted, rewarded fairly and reasonably, developed, retained and supported to contribute to our reputation nationally, regionally and internationally;
 - (b) ensuring quality and sustainability in meeting the needs of our stakeholders;
 - (c) providing a rewarding, fair, flexible and inclusive working environment for staff;
 - (d) integrity, professionalism and collegiality in our staff;
 - (e) improving gender equity in all work practices, including in relation to the allocation of work, and the implementation of policies to promote gender pay equity;
 - (f) maintaining a healthy and safe working environment that is free from bullying and harassment including by ensuring compliance with all relevant work health and safety legislation and University policies; and
 - (g) ensuring that the University is in a strong position to face the challenges in the Higher Education sector and continue to achieve its strategic goals and priorities.

DEFINITIONS

3 In this Agreement:

Academic Fellow means an academic staff member appointed or converted to an Academic Fellowship under **clause 105** or **107** of this Agreement.

Agreement means the *University of Sydney Enterprise Agreement 2018 - 2021*.

Academic staff member means a person who is employed as a member of the University's Academic Staff in one of the classifications described in **Schedule 2**, and who is not a member of the University's Professional or English Language Teaching Staff.

Apprentice means a Professional Staff member who is bound by a contract of training registered with the appropriate State or Territory training authority.

Cadet means a staff member employed as a cadet in accordance with a State or Federally funded program.

Casual staff see the definition in **clause 49**.

CET means the University of Sydney Centre for English Teaching.

Code of Conduct means the University's *Code of Conduct – Staff and Affiliates* or *Research Code of Conduct*, as amended or replaced from time to time.

Consultation means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. Consultation does not necessarily mean that agreement can be reached.

Continuing employment see the definition in **clause 23**.

Continuous Service means a period of employment with the University (or a Predecessor Entity) under an unbroken contract of employment or an unbroken series of contiguous contracts, including periods of approved paid and unpaid leave. Except as otherwise specified in this Agreement, periods of unpaid leave and periods of casual service do not count as service for any purpose.

Delegate means the holder of an office to which authority has been:

- (a) delegated by the University Senate in relation to the management of matters pertaining to staff employment, performance and/or conduct; or

- (b) delegated under a University policy or Code of Conduct.

Delegated Officer (Staffing) means the Chief Human Resources Officer (who has a standing appointment as Delegated Officer (Staffing)) and such other person or persons as may be appointed by the Vice-Chancellor to exercise the functions of Delegated Officer (Staffing) under this Agreement from time to time.

Designated Staff Representative means the staff member appointed by and from the Union-nominated members of the Joint Consultative Committee under **clause 448**.

Disciplinary Action means any one or more of the following:

- (a) counselling;
- (b) a direction to participate in mediation or an alternative form of dispute resolution;
- (c) a written warning (including, where appropriate, a final warning);
- (d) withholding of a salary increment or reduction of salary within the applicable salary range; or
- (e) termination of employment.

Domestic and Family Violence means any violence between family and/or household members including current or former Partners whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse and/or threatening, coercive or dominating behaviours.

English Language Teaching Staff means qualified language teachers employed to work within the CET in the classifications of Language Teacher, CET Education Manager or CET Deputy Director or qualified language teachers employed to perform the substantial duties of those classifications.

External Funding means funding from identifiable sources external to the University, excluding funding from a government operating grant or student fees (other than continuing education student fees), but including:

- (a) short-term and non-discretionary bequests; and
- (b) income received by the Centre for Continuing Education, Health Science Clinics, Veterinary Clinics and such other units as may be determined by the University from time to time in consultation with the Joint Consultative Committee.

For the purposes of this Agreement, a position is Externally Funded if more than 50% of the costs (including on-costs) of the position are provided from an identifiable source of External Funding.

Fixed Term employment see the definition in **clause 24**.

Full-time staff member means a staff member (other than a Casual staff member) whose ordinary hours of work are 35, 37.5 or 38 hours per week as set out in **clause 169**.

Funding Contingent Continuing Employment means Full-time or Part-time employment under a contract that is ongoing, subject to the continuing need and sufficient funding (in the case of Academic or Professional Staff) or student fee funding (in the case of English Language Teaching Staff) for the staff member's position.

HEO means Higher Education Officer and **HEO Level** means a Professional Staff classification level set out in **Schedule 2**.

Immediate Family means a Partner or former Partner of the staff member, a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother or step-sister of the staff member or their Partner or former Partner.

Investigator means a person (who may, but need not be, a University staff member) appointed by the University to conduct investigations in relation to matters pertaining to staff performance or conduct and applications for review of actions or decisions or disputes.

Misconduct means conduct or behaviour of a kind which is unsatisfactory. Examples of conduct or behaviour which may constitute Misconduct include:

- (a) a breach of a Code of Conduct (as defined in this clause); or
- (b) a refusal or failure to carry out a lawful and reasonable instruction.

Ordinary Rate of Pay means the hourly rate of payment that the staff member receives on the basis of their classification, plus, in the case of Professional staff, any higher duties allowance payable at the relevant time.

Parties means the parties covered by this Agreement, as specified in **clause 6**.

Partner means the spouse or de facto partner of a staff member, and includes a partner of the same sex.

Part-time staff member means a staff member (other than a Casual staff member) whose ordinary working hours are fewer than those applicable to an equivalent Full-time staff member.

P&D Program means, in respect of Academic staff, the University's Academic Planning and Development Program and in respect of Professional staff, the Performance Planning and Development Program, as introduced, altered or replaced from time to time.

Predecessor Entity means a staff member's previous employing entity where the University has determined that a transfer of employment (as that phrase is defined in the *Fair Work Act 2009* (Cth)) has occurred from that entity to the University in respect of the staff member.

Professional staff member means a person who has been employed by the University in one of the classifications described in **Schedule 2** and who is not a member of the University's Academic or English Language Teaching Staff.

Representative means a friend, colleague or Union official (but not a practising barrister or solicitor in private practice) chosen by a staff member to represent them.

Review Committee means a committee convened in accordance with **clauses 459 to 468**.

Salary means, in relation to a particular staff member, the annual rate of payment that the staff member receives on the basis of their classification (pro-rata where applicable). For the purposes of calculating payments (other than superannuation payments) to be made during leave, in lieu of leave and on termination of employment only, "Salary" means the annual rate of payment that the staff member receives on the basis of their classification and also includes any loadings and allowances which have been paid on a regular and continuous basis up to the time of taking leave or termination other than the allowances specified in **Schedule 3** (unless otherwise specified) or any extraneous payments, provided that:

- (a) in the case of payments during leave, loadings and allowances will be paid only if the relevant loading or allowance would have continued to be paid had the staff member remained on duty; and
- (b) in the case of payments in lieu of leave and on termination of employment* loadings and allowances will be paid only if the relevant loading or allowance has been paid for a continuous period of 12 months.

**Note: Payments in lieu of leave and termination payments do not include employer superannuation contributions.*

Serious Misconduct means:

- (a) serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of a staff member's duties or to other staff carrying out their duties; or
- (b) a serious dereliction of duties.

Examples of conduct which may constitute Serious Misconduct are:

- (a) a serious breach of a Code of Conduct (as defined in this clause);
- (b) theft;
- (c) fraud;
- (d) assault;
- (e) serious or repeated bullying or harassment, including sexual harassment;
- (f) persistent or repeated acts of Misconduct; or
- (g) conviction of an offence that constitutes a serious impediment to the carrying out of a staff member's duties.

Supervisor means the Head of a School, Organisational Unit or other budget unit. Staff will be notified in writing of the name of their Supervisor. In matters involving a perceived or actual conflict of interest for the staff member's nominated Supervisor or in

other matters in relation to which the University considers it appropriate, a reference to a Supervisor means a person appointed by the University to exercise the functions that would otherwise be exercised by the staff member's nominated Supervisor.

Trainee means a Professional Staff member undertaking a traineeship under a training contract.

Union means the National Tertiary Education Industry Union (NTEU) and/or the Community and Public Sector Union SPSF Group NSW Branch (CPSU NSW).

University means the University of Sydney.

Vice-Chancellor means the Vice-Chancellor and Principal of the University, or in a matter involving a perceived or actual conflict of interest for the Vice-Chancellor, a person appointed to exercise the functions that would otherwise be exercised by the Vice-Chancellor in respect of that matter.

Year of Employment means, except as otherwise specified in this Agreement, a period of 12 months' paid service commencing from the anniversary of the date that the staff member commenced Continuing or Fixed Term Employment with the University, and does not include any period of casual employment.

INTERPRETATION

- 4 In this Agreement, the terms "includes" and "including" are to be interpreted without limitation, and unless the contrary intention appears, a reference to:
- (a) legislation or a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
 - (b) a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes any schedules;
 - (c) guidelines means guidelines as introduced, altered or replaced by the University from time to time;
 - (d) a policy means a University policy as introduced, altered or replaced by the University from time to time;
 - (e) a procedure means a University procedure as introduced, altered or replaced by the University from time to time;
 - (f) a Code of Conduct means a University Code of Conduct as introduced, altered or replaced by the University from time to time; and
 - (g) a position includes a person appointed to act in the position on a temporary basis.

TERM OF AGREEMENT

- 5 This Agreement commences operating seven days after it is approved by the Fair Work Commission and its nominal expiry date is 30 June 2021. The parties commit to commencing negotiations for a proposed new Agreement from 1 April 2021.

APPLICATION OF AGREEMENT

- 6 This Agreement covers and is binding upon:
- (a) the University;
 - (b) the NTEU and CPSU NSW, subject to making an application under section 183 of the *Fair Work Act 2009*; and
 - (c) all staff employed to work in the classifications set out in **Schedule 2** other than:
 - (d) the Vice-Chancellor, Deputy Vice-Chancellors, Vice-Principals, Pro Vice-Chancellors, Executive Deans, Deans and Head of School and Deans;
 - (e) any member of Academic Staff whose full-time equivalent annual remuneration (including salary and all loadings received, but excluding superannuation) exceeds the relevant Level E Professorial salary rate and applicable loadings specified in **Schedule 1** (as adjusted from time to time) by at least 50%;
 - (f) any member of Professional staff or English Language Teaching Staff whose full-time equivalent annual remuneration (including salary and loadings but excluding superannuation) exceeds the relevant HEO Level 10 salary rate specified in **Schedule 1** (as adjusted from time to time) by at least 50%; and

- (g) staff employed at the Seymour Centre and Sydney Conservatorium of Music to whom the *Live Performance Award 2010* or any successor award applies.
- (h) For the purposes of **paragraph 6(c)(ii)**, "applicable loadings" means the loading or loadings to which the staff member would be entitled if employed in a Level E Professorial position under this Agreement.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7 The University and any member of staff covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
 - (a) the arrangement permits the staff member to work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their Salary and any loadings to which they are entitled;
 - (b) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters referred to in paragraph (a) of this clause; and
 - (c) the arrangement is genuinely agreed to by the University and the staff member.
- 8 The University must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of the University and the staff member;
 - (c) is signed by the University and the staff member and, if the staff member is under 18 years of age, is signed by a parent or guardian of the staff member; and
 - (d) includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.
- 9 The University must ensure that the terms of any individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*;
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*;
 - (c) result in the staff member being better off overall than he or she would be if no arrangement was made; and
 - (d) do not result in the staff member being provided with any payment or benefit that is inconsistent with the National Employment Standards under the *Fair Work Act 2009 (Cth)*.
- 10 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.
- 11 The University or the staff member may terminate the individual flexibility arrangement:
 - (a) by giving 28 days written notice to the other party to the agreement; or
 - (b) if the University and staff member agree in writing – at any time.

AVAILABILITY OF AGREEMENT

- 12 A copy of this Agreement will be placed on the University's website and will also be available for inspection by staff at each campus of the University.

RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES

- 13 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.
- 14 Policies, guidelines, procedures and Codes of Conduct of the University, whether referred to in this Agreement or not, do not form part of this Agreement. The University will consult with the Joint Consultative Committee and through the University's collegial processes in relation to the introduction or amendment of policies, guidelines, procedures and Codes of Conduct that have a significant and substantial impact on matters pertaining to the employment of staff under this Agreement, including for example, policies dealing with recruitment and selection, performance planning and development, performance management and academic promotion.

NO EXTRA CLAIMS

- 15 The Parties agree that there will be no further claims in relation to the matters covered by this Agreement during its nominal life except where permitted by this Agreement.

PART B – EMPLOYMENT ARRANGEMENTS

ANTI-DISCRIMINATION

- 16 The University is committed to employment practices that promote diversity and inclusion and help prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender identity, intersex status, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.

ABORIGINAL & TORRES STRAIT ISLANDER EMPLOYMENT STRATEGY

- 17 The University will continue its Aboriginal and Torres Strait Islander employment strategy with the following targets:
- (a) maximising staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander knowledge, independence, remuneration, job security and self-sufficiency; and
 - (b) increasing, encouraging and fostering Aboriginal and Torres Strait Islander employment and participation at all levels of work activity; and
 - (c) facilitating and encouraging the direct involvement of Aboriginal and Torres Strait Islander staff members in determining their career strategies, goals and objectives; and
 - (d) increasing the number of Aboriginal and Torres Strait Islander staff to 75 Academic staff and 97 Professional staff by June 2021, in line with its integrated strategy, *Wingara Mura Bunga Barrabugu*.
- 18 Reports on the implementation of the Aboriginal and Torres Strait Islander employment strategy will be provided to the Joint Consultative Committee at least annually.
- 19 Aboriginal and Torres Strait Islander staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.

EMPLOYMENT INFORMATION

- 20 Staff will be provided with written confirmation of their employment category, classification, duties, salary (or hourly/sessional rate in the case of Casual staff), whether the position is Full-time, Part-time or casual and the name and position of their Supervisor. Part-time staff will also be notified of the percentage of the full-time load to be worked. Casual staff will be informed of the number of hours/sessions required or anticipated (where known), and the provisions relating to conversion to Continuing or Fixed Term Employment. This information will be provided on appointment and when changes occur. Staff 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 staff for whom access to electronic statements is not readily available.

Note: *Sessional rates only apply to Casual Academic and English language teaching staff.*

EMPLOYMENT CATEGORIES

- 21 Academic and Professional staff may be employed on a Continuing, Funding Contingent Continuing Employment, Fixed Term or Casual basis.
- 22 English Language Teaching staff may be engaged on a Funding Contingent Continuing Employment, Fixed Term or Casual basis.

CONTINUING EMPLOYMENT

Definition

- 23 **Continuing employment** means Full-time or Part-time employment under a contract that contains a commencing date but no date or contingency upon which the contract will come to an end.

FIXED TERM EMPLOYMENT

Definition

- 24 **Fixed Term employment** means Full-time or Part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date and/or a contingency relating to a specified task or project and/or the continuation of a funding source, upon which the contract will come to an end. A Fixed Term contract may be terminated before the specified end date or occurrence of the contingency in accordance with the terms of this Agreement.

Note: Fixed Term arrangements for English Language Teaching staff are specified in **Schedule 5**.

When may staff be employed on a Fixed Term basis?

25 Fixed Term contracts may be offered for Academic and Professional staff roles only in the following circumstances:

- (a) to perform work that is Externally Funded;
- (b) to work on a specific task or project, where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;
- (c) Note: For the avoidance of doubt, an education focused role under clauses 102 and 103 is engaged under clause 25(b)
- (d) to work in a "research only" role, in which case Fixed Term employment may be offered for up to five years;
- (e) to work in a new organisational area, function or program where the prospective need or demand is uncertain or unascertainable at the time of the establishment of the new area, function or program in which case Fixed Term employment may be offered for up to three years;
- (f) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case Fixed Term employment may be offered for up to three years;
- (g) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a Fixed Term contract of up to two years;
- (h) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;
- (i) to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed on nomination for up to twelve months. This category of replacement staff member may only be used once for each vacancy that occurs;
- (j) to undertake an apprenticeship or participate in a traineeship or cadet scheme which includes an approved course of training or study;
- (k) to undertake a Postgraduate Fellowship under clauses 117 to 120;
- (l) to undertake work where a curriculum in professional or vocational education requires that the work be undertaken by a staff member who has recent practical or commercial experience, in which case a staff member may be employed on up to three successive contracts within a total period of employment of up to five years;
- (m) pursuant to a "pre-retirement contract" for a period of up to five years ending on the date on which the staff member has indicated that they intend to retire; or
- (n) to provide a series of lectures on a part-time basis as a guest specialist whose primary employment is as a professional or specialist employed in the provision of services.

Salary and conditions under Fixed Term contracts

26 Except where specified otherwise, provisions relating to salary (including incremental progression), probation, termination of employment, leave and all other entitlements contained in this Agreement apply to Fixed Term staff. Academic Staff may apply for promotion in accordance with the University's Academic Promotions Policy.

Further offers of employment and ending Fixed Term employment

- 27 Except where a staff member is re-employed (on either a Fixed Term or Continuing basis) or their employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in the staff member's contract of employment.
- 28 A staff member employed for a Fixed Term with an end date will be notified in writing before the end of their term, task or project:
- (a) whether the University proposes to retain the same position, or a substantially similar position, for a further term; and
 - (b) whether they will be offered a further term of employment.

- 29 A staff member employed for a Fixed Term which includes a contingency will be notified in writing before the contingency is invoked or occurs.
- 30 The minimum notification period under **clauses 28 and 29** will be as follows:

Period of Continuous Service (Fixed Term)	Notification Period (weeks before specified end date)
Less than 3 years	2 weeks *
3 years to less than 5 years	3 weeks *
5 years or more	4 weeks *

** The minimum notification period will be increased by one week for a staff member who has completed at least two years' continuous service and is aged 45 years or over.*

- 31 If a decision about offering further employment cannot be made within the timeframes specified in **clause 30** due to uncertainty about the availability of funding to retain the position, or for other operational reasons, the University will notify the affected staff member within the timeframes specified in **clause 30** to this effect, including the reason, and provide notification in relation to further employment as soon as practicable thereafter.
- 32 If the University decides to retain the same position or a substantially similar position for a further term, employment in the position will be offered to the incumbent provided that the incumbent:
- (a) has at least 12 months' Continuous Service at the contract end date;
 - (b) was appointed to the position by the University following a merit based selection process;
 - (c) has matched performance and conduct expectations set and adopted during their employment and has been assessed as at least meeting expected standards or satisfactory (as applicable) in accordance with the P&D Program;
 - (d) has demonstrated the capacity to meet the future expectations of the position (including any new duties or skills that may be required) according to their P&D Plan and the strategic directions of their Faculty or Unit; and
 - (e) was not appointed for any of the reasons specified in clauses 25(g) to (m).

Severance pay

- 33 Subject to **clause 37**:

- (a) a staff member who has been employed on a Fixed Term contract:
 - (i) that is Externally Funded; or
 - (ii) requiring them to work on a specific task or project; or
 - (iii) to undertake research only functions;
- and
- (b) who seeks to continue their employment after the end of their specified term, task or project and are not offered further employment; and
- (c) whose contract is not renewed because:
 - (i) in the case of a staff member employed on a second or subsequent Fixed Term contract, the same (or substantially similar) duties are no longer required by the University; or
 - (ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.

will be entitled to severance pay in accordance with either **clauses 34 or 35**.

- 34 A staff member employed on a single Fixed Term contract:
- (a) that is Externally Funded (but where the contract is not contingent); or
 - (b) requiring them to work on a specific task or project; or

- (c) to undertake research only functions,

will receive severance pay in accordance with the following scale:

Period of Continuous Service (Fixed Term)	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

35 A staff member employed on:

- (a) multiple Externally Funded (i.e. successive) Fixed Term contracts (but where the contract is not contingent); or
- (b) one or more Externally Funded Fixed Term contracts where the contract has a contingency and the contingency has been invoked or occurs;

will receive severance pay in accordance with the following scale in place of any entitlement under **clause 34**:

Period of Continuous Service (Fixed Term)	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 10 years	8
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

Savings clause

36 A staff member with an existing Fixed-Term contract entered into under the *University of Sydney Academic Staff Agreement 2006–2008*, or the *University of Sydney General Staff Agreement 2006-2008* that has not been extended or renewed after that date, will be entitled to the severance payments as set out in those Agreements. However, such Fixed Term contracts may be renewed only if they fall within the categories listed in **clause 25**.

Note: *clause 36 refers to Fixed Term contracts entered into on or after 2 May 2006 and before 23 November 2009.*

Exclusions from severance pay

37 No severance payments will be made to a staff member who:

- (a) is offered suitable alternative employment, whether such offer is accepted or not;
- (b) was employed as a replacement staff member;
- (c) was employed for up to five years on a pre-retirement contract;
- (d) was employed for up to five years to undertake work where recent practical or commercial experience is required;
- (e) was employed for up to three years in response to a sudden and unanticipated increase in enrolments;
- (f) was employed for up to three years by a new organisational area to perform function/s or teach in program/s that had not been performed or taught previously, the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit;

- (g) was employed for up to two years where part or all of the organisational unit concerned is to be disestablished;
- (h) was a postgraduate fellow or a postgraduate student employed to perform work related to their course of study;
- (i) was employed on a part-time basis as a guest specialist to provide a series of lectures and whose primary employment is as a professional or specialist employed in the provision of services;
- (j) was employed to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement;
- (k) was employed to undertake an apprenticeship or traineeship which includes an approved course of training or study; or
- (l) accepted an offer of employment to a Fixed Term role other than as a result of redeployment having been employed on a continuing basis immediately prior to the commencement of their Fixed Term.

Delay of severance pay

- 38 Where the University notifies a Fixed Term staff member in writing that further employment may be offered within six weeks of the expiration of their Fixed Term, any severance payments to which the staff member would be entitled may, in consultation with the staff member, be deferred until either:
- (a) six weeks after the expiration of the staff member's Fixed Term; or
 - (b) the University notifies the staff member that no offer of further employment will be made;
 - (c) whichever occurs first.
- 39 If further employment is offered, is accepted and commences within 6 weeks of the expiry of the Fixed Term, the staff member's employment will be regarded as Continuous Service and the intervening period will be treated as a period of unpaid leave.

Conversion

- 40 Fixed Term staff may apply for conversion to Continuing or Funding Contingent Continuing employment in accordance with **clause 67**. The grounds on which the University may refuse an application for conversion are in **clause 70**.

Tax treatment of severance pay

- 41 Subject to compliance with taxation laws, severance payments made under **clauses 34 to 36 and 43** will be treated as employment termination payments.

No discrimination against Fixed Term staff in applying for continuing positions

- 42 Fixed Term staff are eligible to apply for continuing positions and will not be treated less favourably than other categories of applicants on account of their Fixed Term status.

EXTERNALLY FUNDED FIXED TERM CONTRACT STAFF (INCLUDING CONTRACT RESEARCH STAFF)

- 43 Fixed Term contracts may be offered for Academic and Professional staff to perform work that is Externally Funded. An Externally Funded Fixed Term contract may include a contingency in addition to an end date.
- 44 Where External Funding has been received for a specified term, the duration of the Fixed Term contract will correspond with the term of the funding, or balance of the grant, from which the position is funded, provided that there is sufficient funding and suitable work available for the appointee. If there is a genuine operational reason for a Fixed Term contract for other than the term of the funding then the Fixed Term appointment will be for the whole of the period the specific work to be performed by the staff member is required.
- 45 An appointee to an Externally Funded Fixed Term position may be employed on subsequent Externally Funded contracts. A break between contracts of up to six months will not constitute a break in continuity of service, but will not count as service for any purpose;
- 46 Externally Funded Fixed Term contract staff who have worked at the University for over ten years will be converted to Funding Contingent Continuing Employment on a case-by-case basis, subject to having been assessed in accordance with the P&D Program as at least meeting expected standards or satisfactory (as applicable), with defined objectives and key performance indicators.

- 47 A person who is not an existing staff member and who would otherwise be appointed to a Fixed Term position under **clause 25**, may be offered employment at the University under a Funding Contingent Continuing Employment contract to undertake Externally Funded work.
- 48 Where a staff member is employed on a Funding Contingent Continuing Employment contract and the relevant External Funding ceases for reasons outside the staff member's control, and the University is not able to redeploy the staff member or obtain suitable alternative employment for them, the staff member's employment will be terminated on grounds of redundancy, and they will receive four weeks' notice (or pay in lieu of notice) plus severance pay in accordance with the following scale:

Period of Continuous Service (Fixed Term)	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 5 years	8
5 years or more but less than 6 years	10
6 years or more but less than 7 years	11
7 years or more but less than 8 years	13
8 years or more but less than 9 years	14
9 years or more but less than 10 years	16
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

CASUAL EMPLOYMENT

Definition

- 49 **Casual staff** means Professional staff who are employed and paid on an hourly basis or in the case of Academic staff, on an hourly or sessional basis. Sessional employment may be for a single session or a number of sessions over the course of one or more semesters.
- 50 It is not the intention of the University to utilise casual or sessional employment to fill positions of work that could reasonably be filled on a Continuing or Fixed Term basis or to increase systematically the level of casual employment. During the life of this Agreement the University will seek to reduce its use of casual and sessional employment and will provide annual reports to the Joint Consultative Committee.

Employment arrangements and performance assessment

- 51 Without limiting the University's capacity to engage Casual staff generally:
- (a) Full-time and Part-time staff may also be engaged on a casual basis outside their usual working hours to perform work other than their normal duties provided that the arrangements are mutually agreed and there is no impact on their normal work; and
 - (b) students of the University may be engaged on a casual basis.
- 52 Casual employment should be on the basis of merit, and be transparent, competitive and consistent with University policy.
- 53 Casual Professional staff will be paid for a minimum of three hours per engagement except as follows:

Work performed	Minimum payment
Students performing work between Monday and Friday (except public holidays) during the University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students.	One hour
Retirees and persons with a primary occupation elsewhere (including with the University).	
Examination Supervisors (invigilators) and Assistants.	
Persons engaged to perform work of a kind that is normally performed in agricultural, engineering or associated industries.	
Persons engaged to perform work of a kind normally performed in hospitality industries, or nursing services.	Two hours

- 54 Engagements for Casual Academic staff will be as specified in **Schedule 1**.
- 55 The performance of Professional Casual staff should be assessed in accordance with the P&D Program after 12 months' regular and systematic employment, and may also be assessed after shorter periods of employment.
- 56 The University will provide access to the necessary resources for Casual staff to perform the work they are required to undertake.
- 57 Casual staff who are employed on a regular and systematic basis will be eligible to claim up to 4 paid hours per annum, at times agreed with their Supervisor, to familiarise and update themselves on University policies and procedures relevant to their engagement.
- 58 If a casual staff member is directed by the University to undertake specific work, they will be paid for the performance of that work at the appropriate rate.
- 59 The University accepts the principle that all work allocated to Casual staff should be able to be completed in the time allocated to undertake the work.

Casual service

- 60 Except where expressly provided in this Agreement, periods of casual employment do not count as service for the purpose of determining a staff member's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the basis of length of service.

Casual pay rates

- 61 The rates of pay for Casual staff, and in the case of Casual Academic staff, the manner in which they are to be applied (including rates in respect of all marking not contemporaneous with a lecture, tutorial or other teaching session), are specified in **Schedule 1**. These rates include a 25% loading in lieu of all forms of paid leave (other than long service leave under **clause 225** and industrial relations training leave under **clause 478**), paid public holidays, notice of termination of employment and severance benefits. Where a Casual staff member will be employed over an anticipated timeframe, the University may spread payments equally over that timeframe. If the anticipated number of hours or sessions are not worked, the Casual staff member's payments will be adjusted accordingly.

Employment conditions applicable to Casual Academic Staff only

- 62 To provide Casual Academic staff with increased certainty and security as to their employment, appointments may be made to perform a specified program of work on a sessional basis over an anticipated timeframe of one or more semesters. Casual Academic staff employed on a sessional basis under this clause will receive a casual loading under **clause 61**.
- 63 Where for any reason it becomes necessary for the University to end a sessional arrangement entered into under **clause 62** before the end of a semester, the staff member concerned will be given at least one week's advance notification of the cessation of their employment. If the staff member wishes to end their employment before the end of a semester, they will give the University at least one week's notice. The University may consent to a shorter period of notice on a case-by-case basis. The University may substitute payment in lieu of all or any part of any period of notice of termination or direct the staff member to not attend for duty. Payments in lieu of notice will be calculated at the staff member's Salary as at the date of cessation of employment.

- 64 Where a Casual staff member is employed to carry out work of the kind which is paid under **Schedule 1(1), (2), (5), (6), (7)**, and because of illness is unable to deliver the face to face component of the work, the staff member will be eligible to make a claim and will be paid under **Schedule 1** if their Supervisor is satisfied that the work was performed.
- 65 The University will review the use of Casual teaching within each Faculty at the end of each year. Where more than five per cent of a Faculty's face-to-face teaching hours at Level B and above is being performed by Casual staff (excluding staff who are students or who have other primary occupations) for two consecutive semesters, the Faculty concerned will, as far as operational needs permit, establish sufficient positions to bring the use of casual employment within the five per cent threshold by the end of the following year.
- 66 Casual Academic staff who have performed at least 60% of a Full-time teaching workload will have access to Fixed Term or continuing education focused roles, subject to satisfying the requirements in **clause 102**.

APPLICATIONS FOR CONVERSION TO CONTINUING OR FIXED TERM EMPLOYMENT

- 67 Fixed Term staff, excluding Fixed Term staff employed under **Schedule 5**, may apply for conversion to Continuing or Funding Contingent Continuing Employment if they have:
- (a) been engaged to perform duties of a position, or a substantially similar position, for at least the preceding 12 month period; and
 - (b) been appointed on the basis of merit, through a transparent and competitive process consistent with University policy, or served a minimum period of employment of 24 months; and
 - (c) matched performance and conduct expectations set and adopted during their employment and has been assessed in accordance with the P&D Program, for Academic staff, as at least meeting minimum standards, and for Professional staff, as at least meeting most objectives (or equivalent) or satisfactory (as applicable); and
 - (d) demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required, according to their P&D Plan and the strategic directions of their Faculty or Unit.
- 68 Casual staff, excluding Casual staff employed under **Schedule 5**, may apply for conversion to Continuing, Funding Contingent Continuing or Fixed Term employment if they have:
- (a) been engaged to perform duties of a position, or a substantially similar position, on a regular and systematic basis for a number of hours over the preceding 12 month period. An assessment of a regular and systematic work pattern will take into account regular periods when work is not required such as during semester breaks (to avoid ambiguity, a Casual Academic staff member undertaking similar teaching hours over two full consecutive semesters meets the requirement to be regular and systematic); and
 - (b) been appointed on the basis of merit, through a transparent and competitive process consistent with University policy, or served a minimum period of employment of 24 months; and
 - (c) matched performance and conduct expectations set and adopted during their employment and, for Professional staff only, has been assessed in accordance with the P&D Program as at least meeting most objectives (or equivalent) or satisfactory (as applicable); and
 - (d) demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required, according to their P&D Plan and the strategic directions of their Faculty or Unit.
- 69 A Casual staff member's engagement arrangements or working hours must not be altered with the intention to avoid obligations under **clause 68**.

Refusal of applications for conversion

- 70 The University may refuse an application for conversion from a Fixed Term or Casual staff member only on the following reasonable business grounds:
- (a) in the case of applications for Continuing or Funding Contingent employment the work performed is genuinely temporary, for example it is predominantly related to discontinued, or discontinuing programs or funding streams;
 - (b) there is insufficient revenue or funding streams to provide continuing support for the staff member's employment;

- (c) the staff member has not matched performance and conduct expectations set and adopted during their employment and has been assessed as not meeting expected standards or unsatisfactory (as applicable);
- (d) the staff member cannot demonstrate the capacity to meet the future expectations of positions under consideration, including any new duties or skills that may be required;
- (e) In the case of Casual staff only:
 - (i) the staff members is a student, and their status as a student was the primary reason for their appointment;
 - (ii) the staff member is a genuine retiree; or
 - (iii) the staff member has another primary role in the University, either as a full-time or part-time staff member.

- 71 Applications for conversion under **clauses 67 and 68** must be in writing to the relevant Delegate, who will review the application and advise the staff member in writing of the outcome within 30 days of receipt of an application.
- 72 A staff member whose application for conversion is refused will be provided with written reasons for the refusal.
- 73 The staff member may make a further application for conversion after 12 months, or earlier if the application was refused solely on the grounds in **clause 70(a)** and those grounds cease to apply, or those grounds have not occurred within 26 weeks.
- 74 A staff member whose application for conversion to continuing employment is refused solely on the grounds in **clause 70(a)** will be offered Fixed Term employment provided they meet the requirements of **clause 21(b)** for the remaining period that the work they are performing is required.

PART C: PROBATION AND CONFIRMATION

PROBATION

Employment on probationary basis

75 Staff other than Casual staff may be employed on a probationary basis.

Probation period

76 Staff appointed to Continuing or Fixed Term positions will be required to serve a probation period as follows:

- (a) Academic staff other than Academic Fellows: 12 months;
- (b) Academic Fellows: two years;
- (c) Professional staff: six months.

A shorter period may be set having regard to the nature of the position and any other factors the University considers relevant, including previous service with the University.

77 A staff member's Supervisor should provide the staff member with initial feedback on their performance no later than six months after commencing Academic employment and three months after commencing Professional employment.

78 At any time during the probation period, where a staff member's performance or conduct is not meeting the required standard they will be informed of the deficiencies in their performance or conduct and the standards required of them. Where a staff member is at risk of having their employment terminated in accordance with **clause 81**, they will be given written notification to this effect. This clause does not preclude the University from terminating the employment of a staff member in accordance with **clause 81(b)** without such prior written notification where they have engaged in Serious Misconduct.

79 For staff other than Academic Fellows, a probation period may be extended by up to 12 months in the case of Academic staff and three months in the case of Professional staff if the staff member's Supervisor considers that an extension is warranted because:

- (a) the Supervisor has concerns about the staff member's performance or conduct during the initial probation period; or
- (b) the staff member has been absent from the workplace to such an extent that it has not been possible to assess their performance during the initial probation period.

80 The successful completion of probation requires a P&D review of "meeting expected standards of performance and conduct" or "satisfactory performance and conduct" (as applicable).

Termination of employment during probation

81 At any time during the probation period, including any extended probation period, a staff member's employment may be terminated:

- (a) by the staff member or the University:
 - (i) in the case of Academic staff employed on a Fixed Term contract the specified term of which is for a period of less than 12 months, on 13 weeks' written notice, or the balance of the term of employment, whichever is the lesser;
 - (ii) for all other academic appointments on a probationary basis, on 26 weeks' written notice;
 - (iii) in the case of Professional staff, on one week's written notice; and
 - (iv) in the case of English Language Teaching staff, on two weeks' written notice; or
- (b) by the University, without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.

82 For Academic staff, the notice period in **clause 81** will be taken to have commenced from the date on which the staff member was given written notification under **clause 78**.

83 The University may substitute payment in lieu of all or any part of any period of notice of termination.

84 The University must not terminate a staff member's employment under **clause 81** for reasons relating to the staff member's performance unless the staff member has been informed of, and given an opportunity to address any deficiencies in their performance.

- 85 The University must not terminate a staff member's employment under **clause 81(b)** for reasons relating to the staff member's conduct unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them on which the University intends to rely.

CONFIRMATION – ACADEMIC STAFF ONLY

Confirmation period

- 86 Academic staff appointed on a Continuing basis may be required to serve a confirmation period of four years after the successful completion of probation.
- 87 Academic staff appointed to an Academic Fellowship will be required to serve a confirmation period of three years after the successful completion of probation.
- 88 Except in cases of Serious Misconduct, a staff member whose performance or conduct is not meeting the expected standard and who, as a result, is at risk of having their employment terminated under **clause 90** will be given a written notification to this effect. This clause does not preclude the University from terminating a staff member's employment under **clause 90(b)** without such prior written notification where they have engaged in Serious Misconduct.
- 89 A confirmation period may be extended by up to twelve months if the staff member's Supervisor considers that an extension is warranted because:
- (a) the Supervisor has concerns about the staff member's performance or conduct during the initial confirmation period; or
 - (b) the staff member has been absent from the workplace to such an extent that it has not been possible to assess their performance during the initial confirmation period.

Termination of employment during confirmation period

- 90 At any time during the confirmation period, including any extended confirmation period, a staff member's employment may be terminated:
- (a) by the staff member or the University, on 26 weeks' notice; or
 - (b) by the University, immediately without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.
- 91 The notice period in **clause 90** will be taken to have commenced from the date that the written notification referred to in **clause 88** was issued to the staff member.
- 92 The University may substitute payment in lieu of all or any part of any period of notice of termination.
- 93 The University must not terminate a staff member's employment under **clause 90** unless they have been informed of, and given an opportunity to respond to, any adverse material about them on which the University intends to rely.

PART D: CLASSIFICATIONS, SALARIES AND ALLOWANCES

CLASSIFICATIONS AND CLASSIFICATION DESCRIPTORS

- 94 The levels/classifications and classification descriptors for all Academic and Professional Staff to whom this Agreement applies (except for Trainees) are set out in **Schedule 2**, and English Language Teaching classifications as set out in **Schedule 5**.

ACADEMIC STAFF ROLES

- 95 Academic staff may be assigned to teaching and research, education focused or research only roles.

Education focused roles

- 96 Education focused roles will be an option within a Faculty's workload model to allow staff to concentrate on teaching, learning, curriculum development, and scholarship in education. Notwithstanding **clause 332**, a staff member engaged in an education focused role may be given a maximum teaching allocation of up to 70%. After their engagement in an education focused role, and after discussions with the University, a staff member may elect for their teaching allocation to be increased to up to 80%.
- 97 Provision for education focused roles will have regard to the personal and/or professional circumstances and preferences of individual staff and will enable staff to be employed in education focused work. Staff employed in education focused roles will have access to promotion (taking into account teaching excellence, leadership and record of scholarship), performance planning and development as well as a career path in teaching. Education focused roles may be Full-time or Part-time.
- 98 A staff member employed in a teaching and research role may assume an education focused role, on either an ongoing basis or for an agreed and specific time period if agreed under **clause 332**.
- 99 The University may advertise for and engage a new staff member in an education focused role. Nothing prevents an existing staff member from applying for such an advertised role. Any successful application for an advertised role will be taken to be agreement for the purpose of **clause 332**. During the operation of this Agreement, the maximum number of equivalent Full time education focused roles filled through advertisement will be 120 (the **EFR Cap**). The EFR Cap does not include:
- (a) teaching and research staff who have agreed or who agree under **clause 332** to move to an unadvertised education focused role; or
 - (b) staff who convert to an education focused role under **clause 102**.

The EFR Cap will only apply until the date which is six months after the nominal expiry date of this Agreement. After that date there will be no maximum number of education focused roles that may be filled through advertisement.

- 100 A staff member (other than a staff member who has entered into a pre-retirement contract) who undertakes an education focused role under **clause 99** or **100** or **102** may elect to move to a teaching and research role if they develop and agree to undertake an annual research plan of work (using the University's performance plan template, and including provision for development and mentoring), have their research plan approved by their Supervisor and the Dean, Executive Dean or Head of School and Dean (and such approval shall not unreasonably be refused).
- 101 A staff member who enters into pre-retirement contract may be employed in an education focused role on a Fixed Term basis.
- 102 A staff member who has been employed as a Casual on a regular and systematic basis to perform at least 60% of a full-time teaching workload, or would, but for this clause, be employed on a Casual basis to perform at least 60% of a Full-time teaching workload, will be offered conversion to a Fixed Term position under **clause 25** or a continuing position (as determined by the University) in an education focused role, and regulated by **clauses 96** to **100**, subject to the following:
- (a) Fixed Term positions will be offered only if there is sufficient teaching work available to require the position to be filled for a period of at least six months;
 - (b) the staff member must have demonstrated the capacity to meet the future expectations of the position (including any new duties or skills that may be required) and the Faculty's strategic directions; and
 - (c) the staff member's Casual employment was not to replace another staff member who is absent on leave or temporary transfer, or is undertaking restricted duties, or reduced working hours.
- 103 The duration of any Fixed Term contract entered into under **clause 102** must be no less than six months and no more than two years.

Academic Fellowships

- 104 Academic Fellowships have the dual objectives of replacing Casual teaching work and providing pathways for Casual, Fixed Term staff, and persons who have completed PhD studies.
- 105 The University will establish, maintain and use its best endeavors to fill at least 120 Academic Fellowship positions.
- 106 Where an Academic Fellow resigns from the University or takes up a non-Academic Fellowship role, the University will take all reasonable steps to ensure that a total of 120 Academic Fellowships are maintained through recruitment within 6 months.
- 107 Staff employed as Scholarly Teaching Fellows (STFs) and Early Career Development Fellows (ECDFs) at the commencement of this Agreement will be converted to an Academic Fellowship position effective from the date when this Agreement commences. Where the incumbent's workload allocation meets the requirements of **clause 111** their workload will continue unchanged. Where their workload allocation does not comply with the principles of **clause 111** the allocation will be adjusted within 3 months of the conversion of their appointment. Transitioning staff will be subject to **clause 112 (probation)** but will remain on the same probation timeline as applied to them at the date of transition.
- 108 Academic Fellows will predominantly perform teaching work that would otherwise have been undertaken by Casual staff. Where a staff member's position is made redundant, Academic Fellows will not perform the teaching work allocated to that position in the 12 months immediately following the redundancy (Year 1) and will not perform more than 50% of the teaching work allocated to that position in the 12 months thereafter (Year 2).
- 109 Academic Fellowship positions will be filled through competitive, merit-based selection processes following advertising within and outside the University (but will not be advertised internationally). Applicants must:

- (a) have Fixed Term and/or Casual employment experience totalling at least 12 months in one or more Australian universities over the preceding five years;
- (b) have been awarded or have submitted a PhD (other than in exceptional circumstances or where a PhD is not normally required for appointment in a discipline);
- (c) not have held a Continuing Academic appointment in a university within the previous five years; and
- (d) provide verification that they satisfy the criteria specified in paragraphs (a) to (c) above.

In circumstances where an application satisfies the objectives of **clause 104**, but does not necessarily meet the requirements of (a) to (d) above, the University may seek the approval of the NTEU representatives on the Joint Consultative Committee to consider and appoint the applicant. Such approval will not unreasonably be withheld. Examples of such situations include where a staff member may have held a very brief ongoing position but left due to parental leave or other personal reasons, or where a staff member may have recently graduated from a PhD but has insufficient casual or fixed term experience.

- 110 The University will where possible fill Academic Fellowship positions from applicants within the University.
- 111 Academic Fellows will:

- (a) be appointed on a Continuing basis at either Level A or B;
- (b) be eligible for incremental progression in accordance with **clause 153** and be eligible to apply for promotion in accordance with the University's Academic Promotion Policy; and
- (c) have a workload allocation which includes:
 - (i) a minimum allocation for scholarship and research of 20%;
 - (ii) a maximum teaching allocation of 70%;
 - (iii) a minimum service allocation of 10%;
- (d) subject to (c) above Academic Fellows can be given any workload allocation including:
 - (i) 40 : 40 : 20;
 - (ii) 70 : 20 : 10; or
 - (iii) Research only.

- 112 Academic Fellows will serve a probation period of two years in accordance with **clauses 76 to 85**, and on successful completion will serve a confirmation period of three years in accordance with **clauses 87 to 93**.

113 An Academic Fellow employed in a position which includes teaching will, after:

- (a) having completed a minimum of 3 years as an Academic Fellow, or
- (b) having achieved promotion to Level C,

be converted to a Continuing academic role. They will be converted to a standard teaching and research role (with work being allocated in accordance with **clause 319**) if they develop an annual research plan of work (using the University's performance plan template, and including provision for development and mentoring), have their research plan approved by their Supervisor and Dean, Executive Dean or Head of School, and agree to undertake the work specified in the research plan. Where they do not have an approved research plan, they will be converted to a continuing Education Focused Role.

114 An Academic fellow employed in a research only position will be automatically converted to an ongoing Academic position after 5 years' service or after they are promoted to Level B/Step 3, whichever comes first.

115 Service completed as an ECDF or STF before the commencement of this Agreement will count as service for the purposes of **clauses 112, 113 and 114**.

116 The University will report annually to the Joint Consultative Committee on the total number of Academic Fellowship and the breakdown of numbers by faculties and units, summary of workload allocations, the number of Academic Fellowship positions established in the previous 12 months and the faculties or units in which they were established.

Postgraduate Fellowships

117 Students enrolled at the University on a Full-time or Part-time basis for a Masters or Doctoral degree may be employed as postgraduate fellows for a specified term, provided that such term must not exceed the maximum duration of their candidature. Subject to **clause 118**, a postgraduate fellow's employment will terminate on the specified end date of their contract or immediately upon the cessation of their full-time or part-time enrolment as a postgraduate student.

118 A postgraduate fellow who successfully completes the requirements for their postgraduate award course may remain in their position for the balance of the term of their contract.

119 Nothing in **clause 117** or **118** precludes the termination of a postgraduate fellow's employment in accordance with this Agreement.

120 Postgraduate fellows will be employed in accordance with the following conditions:

- (a) workloads for postgraduate fellows will achieve a balance between the demands of their fellowship and progress towards successful completion of their research candidature consistent with the University's policies relating to postgraduate studies and research expectations. In doing so, a balance should be provided between research expectations and a teaching load to achieve the strategic directions of the University;
- (b) postgraduate fellows may be employed on a Part-time basis for up to 20 hours per week to undertake research or teaching and related work; and
- (c) except where specified otherwise, provisions relating to leave and all other entitlements except for severance pay contained in this Agreement apply to postgraduate fellows on a pro rata basis.

PROFESSIONAL STAFF CLASSIFICATION ASSESSMENT

Classification principles

121 Professional staff positions will be classified in accordance with the Professional staff classification descriptors set out in **Schedule 2**. 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.

122 The following general principles apply to classification assessment:

- (a) all positions are subject to these procedures, regardless of funding source or availability;
- (b) the classification assessment will be of the position not the occupant;
- (c) classification assessment decisions will be based only on an assessment of the documentation of positions against the classification descriptors in **Schedule 2**; and
- (d) equity principles and the classification descriptors will be applied consistently across positions.

Classification assessment process

123 Classification assessment will be undertaken by the University's classification assessment team, which will be led by a specialist, nominated by the University, who can consider and validate the attributes of the position against the position assessment descriptors. The classification assessment team will also conduct position description surveys University-wide every two years and report the results to a Classification Monitoring Panel (**CMP**).

124 The CMP will comprise:

- (a) three staff appointees, being Professional staff nominated by the staff representatives on the Joint Consultative Committee; and
- (b) three management appointees, being staff nominated by the University.

The CMP will be responsible for:

- (a) reviewing the classification assessment statistical profile bi-annually; and
- (b) determining disputes relating to position descriptions and applications for classification reassessment.

The head of the classification assessment team will provide training to members of the CMP in the principles and processes of classification monitoring. For the purposes of determining disputes relating to applications for classification reassessment, the CMP will be supplemented by a pool of suitably qualified staff and external appointees who will be appointed by the University (in consultation with the Unions through the Joint Staff Consultative Committee) to act as Chairpersons.

Professional staff position descriptions

125 Each Professional staff position will have a position description which will include the purpose of the position and its overall context within the workplace; the duties required of the position; the degree of task complexity; the scope for decision-making; the level of knowledge, experience and skills required; and the relationship of the position to other positions within the team or work group. From time to time, where either the Supervisor or the staff member consider there is a need to review the staff member's position description to ensure it continues to accurately reflect the requirements of the position, they will meet and discuss the requirements of the position. If agreement cannot be reached the matter may be referred to the CMP in accordance with **clause 130**.

126 Where a staff member has been performing particular duties for six months or more with the knowledge of their Supervisor, those duties will be deemed to have been required for the period during which they were performed. If these duties are required to be performed beyond six months on an ongoing basis, the position description will be updated.

127 Where substantial changes have been made to the duties or responsibilities of a Professional staff position, the position description will be reviewed and updated. The classification assessment team will then undertake classification assessment of the updated position description in accordance with the classification assessment process outlined in **clause 123**.

128 Position descriptions must be approved by the authorised Delegate at the Faculty/School or work unit level. A staff member who does not agree that their position description accurately describes their role, may, after seeking to resolve the matter with the relevant Delegate, refer the matter to the CMP.

129 Disputes relating to position descriptions referred to the CMP will be dealt with in the first instance by two CMP members (one staff nominee and one management nominee), and any matter that remains unresolved will be referred to the CMP for resolution.

Classification reassessment process

130 A staff member or their Supervisor or Union may apply for a reassessment of the classification of the staff member's position once during any 12 month period.

131 Applications for classification reassessment will be determined by the University's classification assessment team, and should normally be determined within six weeks of the date of lodgement unless an extension is approved by a sub-committee of the CMP which will be established for this purpose. If an application for reassessment is not determined by the classification assessment team within six weeks of being lodged (or such longer period as may be approved by the CMP sub-committee), the applicant may ask the CMP to determine the application.

132 Where a decision is taken to upgrade a position to a higher level, the effective date of the reclassification will be the date on which the changes that warranted the upgrading occurred.

- 133 Where a decision is taken to not approve the application for a change in classification to a higher level, the Head of the classification assessment team will provide the incumbent and the Supervisor of the position with written reasons for the decision.
- 134 Where a position is assessed as being at a lower classification than its present level, the Classification Assessment team will provide the incumbent and the Supervisor of the position with written reasons for the decision, but the incumbent's salary will not be reduced.

Classification appeals

- 135 A staff member may appeal to the CMP against a determination of the classification assessment team.
- 136 Appeals must be lodged within 14 days of notification of the decision and must specify how the process of decision making was flawed and/or the grounds on which the classification assessment decision was in error.
- 137 Appeals will be determined by an appeal panel convened from the membership of the CMP comprising one staff appointee, one management appointee and a Chairperson.
- 138 The CMP will determine the merits of the classification assessment decision on the basis of whether the descriptors have been correctly applied, and may make its determinations on the basis of written submissions only or to conduct a meeting to review the written submissions.
- 139 Appeals will be heard and determined within four weeks of being lodged, and the CMP will publish reasons for its decision. The decision of the CMP will be final and not subject to further review.

SALARIES, LOADINGS AND ALLOWANCES

Salaries and salary increases

- 140 Except as provided for in **clauses 145 to 148**, the rates of pay applicable to the classifications covered by this Agreement are set out in **Schedule 1**. These rates include the following increases:
- (a) 2.1% from the first pay period commencing on or after 1 July 2018;
 - (b) 2.1% from the first pay period commencing on or after 1 July 2019;
 - (c) 2.1% from the first pay period commencing on or after 1 July 2020; and
 - (d) 2.1% from the first pay period commencing on or after 30 June 2021.
- 141 Eligibility for the loadings specified in **Schedule 1** for Academic staff will be determined by University policy.

Salary uplift

- 142 A \$500 salary uplift will be applied on the first pay period commencing on or after 1 July 2018 to Academic staff classification Level A, steps 1 to 6; Professional staff classifications HEO 1 to HEO 6 (all steps); and English Language Teaching Staff, Levels 1 to 9. These revised rates are reflected in **Schedule 1**.

Bonus payment

- 143 A one-off bonus payment will be made to eligible Continuing and Fixed Term staff on the 21st of December 2017. Full-time staff will receive a bonus payment of \$500 and Part-time staff will receive a pro rata payment based on their ordinary weekly working hours on the bonus payment date.
- 144 Continuing and Fixed term staff will be eligible to receive the bonus payment if they are employed by the University as at the 21st of December 2017.

Apprentices

- 145 Apprentices will be paid in accordance with the following percentages of the Salary prescribed for the first step of HEO Level 3 in **Schedule 1**:
- (a) 1st year of apprenticeship: 45%
 - (b) 2nd year of apprenticeship: 60%
 - (c) 3rd year of apprenticeship: 75%
 - (d) 4th year of apprenticeship: 90%.

Cadets

146 The University may employ eligible persons as cadets on a Fixed Term basis. Cadets will receive the following percentage of the applicable rate specified in **Schedule 1**:

- (a) 1st year of cadetship: 60%
- (b) 2nd year of cadetship: 75%
- (c) 3rd year of cadetship: 85%.

Trainees

147 The University may employ eligible persons on a Fixed Term basis to be Trainees under the arrangements in place immediately before the commencement of this Agreement.

Supported wage arrangements

148 Staff may be engaged and paid in accordance with the Commonwealth Supported Wage System (**SWS**) if, due to a disability:

- (a) they are unable to perform the range of duties of their role to the required standard; and
- (b) they meet the impairment criteria for receipt of a disability support pension.

149 Staff engaged under the SWS will be paid in accordance with the following table, provided that the minimum amount payable will be no less than \$84 per week:

Assessed Capacity	% of prescribed Salary rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

150 Staff engaged under the SWS will be assessed by an approved assessor. Assessments will be documented in an SWS wage assessment agreement which signed by the University and the staff member and lodged with the Fair Work Commission.

151 Assessments of capacity will be reviewed annually, or more frequently on the basis of a reasonable request. The review process will be in accordance with the procedures for assessing capacity under the SWS.

152 Where an assessment has been made, the applicable percentage in **clause 149** will apply to the staff member's Salary only. For all other matters, Staff engaged under the SWS will be entitled to the same terms and conditions of employment as other staff covered by the Agreement, on a pro rata basis.

Incremental progression

153 On completion of twelve months' paid service, Continuing and Fixed Term staff (other than staff who are paid at the highest salary step applicable to their classification level) will be eligible for advancement to the next salary step within their classification level if their performance has been assessed under the University's P&D Program as meeting most objectives or satisfactory (as

applicable). A decision to withhold a salary increment must be authorised by the relevant Supervisor. If incremental progression is withheld or deferred, the staff member will be notified in writing of the reasons and given the opportunity to respond.

154 A Professional staff member may be awarded an accelerated salary increment as per **clause 359**.

Allowances

155 Allowances (other than higher duties allowances for Professional staff) will be paid to eligible staff in accordance with **Schedule 3**. Except as specified in **Schedule 3**, the allowances listed in that schedule will be increased during the term of this Agreement in accordance with the percentage increases specified in **clause 140** at the times specified in that clause.

Higher duties – Professional staff only

156 Professional staff may be required to act temporarily in a position that is classified at a higher level than their substantive position. Subject to **clauses 157 to 159**, staff required to act in a higher position for a continuous period of five working days or more will be paid as follows:

- (a) if required to perform the full range of duties of the position in which they are required to act, the minimum Salary rate applicable to the classification of the acting position; and
- (b) in other cases the amount payable will be an allowance determined by the University having regard to factors such as the duties that the staff member is required to perform and the staff member's performance, including during previous periods of temporary performance and relevant experience or skills.

157 Staff seconded or transferred to a position which is classified at a higher level than their substantive position in accordance with **clause 365** will not be eligible to be paid in accordance with **clause 156**. They will instead receive the substantive salary for the role.

158 If a staff member has been acting in a higher position for a continuous period of 12 months and is able to satisfy the criteria for incremental progression:

- (a) the payment will be increased to the next incremental step within the higher classification level if the staff member is required to perform the full range of duties of the position in which they are required to act; and
- (b) in other cases, the allowance will be increased by an amount reflecting the percentage of the duties required to be performed.

159 A staff member whose substantive responsibilities as specified in their position description (or equivalent) include deputising for a more senior staff member will not be entitled to any allowance when deputising for the senior staff member.

Payment of salaries and related payments

160 Salaries, allowances and overtime payments will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the staff member.

161 Any other payments to which a staff member may be entitled, whether under this Agreement or otherwise, will also be made by electronic funds transfer into a financial institution account nominated by the staff member.

162 Where a staff member receives an amount to which they are not entitled (an **overpayment**), the amount of any overpayment:

- (a) can be applied by the University to meet any future payment obligation to the staff member, provided that the University has informed the staff member of the overpayment and the reason(s) it occurred and consulted them about arrangements for its recovery, including, for example, recovery by instalments over an agreed term; and
- (b) to the extent that any overpayment exceeds the University's future payment obligations to the staff member, the staff member must reimburse the overpaid amount to the University within 28 days of being requested to do so, or at such other time(s) that the University may agree, including, for example, payment by instalments over an agreed term.

Superannuation

163 Subject to **clauses 164 to 167**, the University will make employer superannuation contributions to UniSuper in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement. If the scheme to which a staff member belongs requires them to make employee contributions, such contributions must be made from the staff member's salary.

164 Staff employed on Fixed Term contracts will be paid superannuation as follows if they comply with applicable superannuation scheme rules, including in relation to contribution flexibility arrangements:

- (a) staff with at least 12 months' Continuous Service will be deemed to qualify for employer contributions to Unisuper at the rate of 17% of their superannuable salary;
- (b) staff with less than 12 months' Continuous Service at the relevant time will receive employer contributions to UniSuper at the following rates:
 - (i) from the first full pay period after 1 July 2018: 12.5% of their superannuable salary;
 - (ii) from the first full pay period after 1 July 2019: 14.5% of their superannuable salary;
 - (iii) from the first full pay period after 1 July 2020: 15.5% of their superannuable salary;
 - (iv) from the first full pay period after 30 June 2021: 17% of their superannuable salary.

165 All staff who are entitled to employer superannuation contributions at the rate provided for in the *Superannuation Guarantee Charge Act 1992* will receive contributions at the rate of 10.5%.

166 For staff 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 staff member belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement provided the staff member is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.

167 Nothing in this clause limits the University from exercising flexibilities in the superannuation arrangements and contribution rates where those flexibilities are provided for in the Superannuation Trust Deed and/or the Deed of Covenant, as amended from time to time. For the avoidance of doubt, this includes the 5% flexibility in coverage and contribution level.

Remuneration packaging

168 Staff may enter remuneration packaging arrangements in accordance with University policy. Any termination payments and payments in lieu of leave payable to a staff member will be calculated on the basis of the Salary which would be payable had they not taken benefits in lieu of Salary.

PART E: HOURS OF WORK AND WORKING ARRANGEMENTS

HOURS OF WORK

169 The ordinary weekly Full-time working hours for staff employed under this Agreement are as follows:

- (a) Academic staff: 37.5 hours;
- (b) English Language Teaching staff: 35 hours;
- (c) Professional staff:
 - (i) Farm staff and staff who are responsible for the care of animals: 38 hours; or
 - (ii) all other Professional Staff: 35 hours.

Note: Details of working hours for Professional staff, English Language Teaching staff, veterinary clinic staff and Farm staff are set out in **Schedules 4, 5, 6 and 7** respectively.

PART-TIME EMPLOYMENT

170 Except where specified otherwise, provisions relating to Salary, leave and all other entitlements contained in this Agreement, and other benefits provided in accordance with University policies, apply to Part-time staff on a pro rata basis.

171 Where Part-time Professional staff are required to work additional hours, they will be paid at the following rates:

- (a) where the total hours worked on any one day do not exceed 20% of the ordinary weekly hours of an equivalent Full-time staff member, the additional hours are paid at the staff member's ordinary rate of pay; and
- (b) where the total hours worked on any one day exceed 20% of the ordinary weekly hours of an equivalent Full-time staff member and the staff member's position is at HEO Level 9 or below, the additional hours are paid at the overtime rates specified in **Schedule 4**.

172 Additional hours worked up to the ordinary weekly hours of an equivalent Full-time staff member count as service for all purposes.

SEASONAL, PART-YEAR AND ANNUALISED EMPLOYMENT – PROFESSIONAL STAFF ONLY

173 Professional staff may be employed on a seasonal, part-year or annualised employment basis to work an agreed pattern of hours incorporating a combination of Full-time service and/or Part-time service and periods during which no work is required. Such arrangements may be made for employment on a Continuing or Fixed Term basis.

174 Professional staff employed on a seasonal, part-year or annualised employment basis may elect to:

- (a) have their hours of work averaged over a 12 month period and be paid fortnightly according to their averaged hours; or
- (b) be paid for the hours they actually work, and take accrued paid leave, or when paid leave entitlements are exhausted, unpaid leave, during periods that they are not required to work.

175 An election made pursuant to **clause 173** will be operative for a minimum of 12 months, and may be altered by the staff member no more than annually.

FLEXIBLE WORKING ARRANGEMENTS

176 Flexible working arrangements promote opportunities for a better work life balance. The University will endeavour to provide staff with opportunities to access flexible working arrangements.

177 Continuing and Fixed Term staff with at least 12 months' Continuous Service and Casual staff engaged on a regular and systematic basis for at least 12 months may apply for flexible working arrangements.

178 Flexible working arrangements may include:

- (a) changing from full-time work to part-time work (including after return to work from Parental leave);
- (b) changing to part-year employment or annualised hours;
- (c) job sharing;
- (d) changing starting and finishing times within hours of work as regulated by this Agreement;
- (e) decreasing hours of work;

- (f) flexible working hours;
 - (g) career breaks;
 - (h) periods of leave without pay; and
 - (i) working from home.
- 179 To access flexible working arrangements, eligible staff must apply in writing to their Supervisor, setting out the nature and duration of the arrangements they are seeking.
- 180 If an application for a flexible working arrangement is agreed to by the University, staff members retain the right to revert to their working arrangements immediately before commencing the flexible working arrangement, at the end of an agreed period. Staff may also request a return to their former working arrangements during the agreed period of the flexible working arrangement where their circumstances change.
- 181 The University must genuinely consider the application including any alternative proposals submitted by the staff member, and provide a written response within 21 days, stating whether the University grants or refuses the request. The University will take reasonable steps to accommodate the request.
- 182 Applications under **clause 177** may be refused only on reasonable business grounds. If an application is refused, the University will provide detailed reasons to the staff member. If an application is refused, the University will also explore possible alternative options submitted by the staff member.
- 183 In the event of multiple applications for flexible working arrangements, the University may give priority to applications in the following circumstances:
- (a) the staff member is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) the staff member is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) the staff member has a disability;
 - (d) the staff member is 55 or older;
 - (e) the staff member is experiencing violence from a member of their family; or
 - (f) the staff member 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.

INTERCAMPUS WORK AND TRAVEL

- 184 If staff are required to travel between campuses during their hours of work, the University will determine the most suitable mode of transport in consultation with the staff member, which may include a University owned vehicle, and any costs incurred in such travel will either be reimbursed upon production of receipts, or will be covered by other local arrangements, in accordance with the University's procedures. Travelling time that is required between campuses during a staff member's hours of work is regarded as time worked.
- 185 If a staff member is required to collect or return a University vehicle from one University location to travel to another University location, the travel time between campuses will be counted as time worked even if outside the staff member's standard hours.
- 186 If a staff member is required to commence or finish work at a different campus to their usual place of work, any increased travel time will be regarded as time worked.

PART F: PUBLIC HOLIDAYS, CONCESSIONAL DAYS AND LEAVE

PUBLIC HOLIDAYS AND CONCESSIONAL DAYS

187 Staff (other than Casual staff) are entitled to be absent from work on the following public holidays and will be paid for those days at their ordinary rate of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any days proclaimed as substitute days and all other public holidays that are proclaimed as state-wide holidays for the State of New South Wales.

Provided that nothing in this clause prevents the University from requesting a staff member to work on a public holiday; however, the staff member may refuse the request if it is not reasonable, or the refusal is reasonable.

188 The first working day after the Boxing Day public holiday will also be treated as a public holiday, in lieu of the August Bank Holiday, and four additional days during the December/January closedown period will be designated as concessional days, for which staff (other than Casual staff) who are not required to work will be paid at their ordinary rate of pay.

189 Part-time staff who would normally have worked on a particular day but for the occurrence of a public holiday or concessional day will be paid for the proportion of time that they would normally have worked.

190 A Professional staff member who works on a public holiday at the request of the University will be paid double time and one half of their ordinary rate of pay for the hours worked. This payment will be instead of any loading payable under **clause 12 of Schedule 4**. A Professional staff member who works on a concessional day at the request of the University will be paid their ordinary rate of pay for the hours worked and will be entitled to time in lieu at the ordinary rate for the hours worked.

ANNUAL LEAVE

191 Subject to **clause 192**:

- (a) staff (other than Casual staff and seven day continuous shift-workers) will be entitled to four weeks' paid annual leave; and
- (b) seven day continuous shift-workers (other than Casual staff) will be entitled to five weeks' paid annual leave for each 12 months of continuous paid service, accruing on a pro rata basis.

192 Annual leave does not accrue during any period of leave without pay, and accrues on a pro rata basis during any period of paid leave taken at less than full pay. Staff will be paid at their ordinary rate of pay for any public holiday falling during their annual leave without deduction from their leave credits.

193 Seven day shift-workers will not be paid shift loadings for public holidays occurring during a period of annual leave.

194 Annual leave makes an important contribution to the health and well-being of staff, and annual leave plans for each staff member will be included in workload planning. Annual leave will be taken at times approved by the University, and may be taken in one consecutive period, or in shorter separate periods by mutual agreement. As far as practicable, the University will consider the preferences of staff in relation to the scheduling of leave.

195 Staff may accumulate up to 40 days' annual leave entitlement. Where a staff member has accrued more than 40 days annual leave, they may be directed to take annual leave under **clause 196(c)** or elect to cash out up to 10 days annual leave under **clause 197**.

196 Staff may be directed to take annual leave or be considered to be on annual leave in the following circumstances:

- (a) Staff may be directed to take a minimum of 10 days' annual leave within a calendar year at a time convenient to the University, which leave must be taken in one continuous period.
- (b) Staff may be directed to take annual leave during the usual period of annual close down in December/January for working days other than public holidays (including any days proclaimed as substitute public holidays) and any additional concessional days* granted by the University falling within the close down period.

*See **clauses 187 and 188**.

- (c) A staff member who, at 30 September of any year, has accrued in excess of 36 days annual leave, will receive notification that their annual leave balance will exceed 40 days on 1 January the following year, unless the annual leave is taken. If the annual leave is not taken, the staff member will be directed to take, and considered to be on annual leave

from the staff member's first expected working day after 1 January for the period of leave in excess of 40 days, unless, over the preceding year, reasonable requests for annual leave have been denied.

(d) Before being considered to be on annual leave under **clause 196(c)** a staff member must have been:

- (i) advised to take annual leave;
- (ii) notified in writing that they will be deemed to be on leave if not taken by 1 January; and
- (iii) given the opportunity to take the excess leave.

Clause 196(c) does not apply to a staff member who has obtained approval from their Supervisor and the Delegated Officer (Staffing) to take the leave over a longer period, which may be up to a maximum of 12 months.

197 Staff who have accrued more than 40 days annual leave at the commencement of this Agreement may elect to cash out up to 10 days annual leave as follows:

- (a) leave may be cashed out only if the staff member takes an amount of annual leave equal to or greater than that cashed out;
- (b) an election to cash out leave must be in writing within 12 months of the commencement of this Agreement; any leave to be taken in conjunction with a cash out must be taken within 18 months of the commencement of this Agreement; and
- (c) the cash out payment will be made at the time that leave under **clause 197(a)** is taken.

198 If a staff member has exercised the right to cash out leave or has been given a direction to take leave, the University will be entitled to deduct the amount of annual leave from the staff member's accrued leave credits.

199 Staff with insufficient accrued annual leave to cover the specified annual leave days during any period of annual close down will take leave without pay for the days on which they would have otherwise been directed to take annual leave. However, Professional staff who have insufficient accrued annual leave to cover the specified annual leave days but have accrued additional time under **clause 11** of **Schedule 4**, may utilise their accrued hours instead of taking unpaid leave.

200 Staff are normally expected to take all their accrued leave prior to the end of their employment with the University.

Interaction with personal leave

201 A staff member who is ill or incapacitated during annual leave, may, on production of acceptable documentation as defined in **clause 222(a)** and **(b)** take personal leave for the period of their illness or incapacity, and the annual leave deducted will be re-credited to the extent of personal leave approved.

Payment in lieu of accrued annual leave

202 Staff will be paid in lieu of any annual leave that is accrued but untaken at the time of termination of their employment. Such payments will be calculated at the staff member's Salary as defined in **clause 3** in relation to paid leave and payments in lieu of leave. If a staff member dies, the payment will be paid to their estate unless otherwise required by law.

Annual leave loading

203 Staff (other than Casual staff and seven day continuous shift-workers) will receive an annual leave loading payment in December each year. Subject to **clauses 204 to 206** the loading will be equivalent to 17.5% of four weeks' pay at the staff member's Salary rate as at 30 November immediately preceding the payment date.

204 The maximum loading payable will be equivalent to 17.5% of four weeks' pay at the Salary rate applicable to the base of Higher Education Officer Level 10 (for Professional and English Language Teaching staff) and Level C, step 3 for Academic staff at 30 November immediately preceding the payment date.

205 Staff whose employment ends before the December payment date or who have not completed 12 months Continuous Service as at 31 December of the year to which the payment relates (**the accrual year**), will receive a pro rata payment based on the number of completed months of Continuous Service in the accrual year provided that no payment shall be made to staff whose employment is terminated on grounds of Serious Misconduct.

206 Seven day continuous shift-workers will be paid the greater of:

- (a) the shift penalties (or other allowances paid in lieu of shift penalties) that they would have received had they not been on annual leave; or
- (b) a loading equivalent to 17.5% of four weeks' pay, to be calculated at the lesser of:

- (i) the staff member's Salary rate as at 30 November immediately preceding the payment date; or
- (ii) the Salary rate applicable to the base of Higher Education Officer Level 10 (for Professional and English Language Teaching staff) and Level C, step 3 for Academic staff at 30 November immediately preceding the payment date.

Payment will be made in December each year, or on the date any final termination payment is made.

PERSONAL LEAVE

207 Staff (other than Casual staff) will be entitled to paid personal leave as follows:

- (a) on commencement of employment staff are credited with 2 weeks paid personal leave;
- (b) each year on the anniversary of their employment, staff are credited with 10 weeks paid personal leave.

Any leave credited under (a) or (b) above but not taken in the 12 months period after it is credited is added to a staff member's entitlement on the next anniversary of their employment and remains to their credit for a further 12 months only.

Any leave credited under (a) or (b) above assumes that the staff member will complete 12 months Continuous Service in the 12 months following the credit date. If the staff member does not complete 12 months Continuous Service (for example, they take a period of unpaid leave), or they change the percentage of their full-time equivalent load worked during the period until the next credit date, the leave will be adjusted accordingly.

208 The entitlement under **clause 207** is inclusive of the entitlement to 10 days' personal leave per year under the National Employment Standards under the *Fair Work Act 2009 (Cth)* (**NES Component**). Any leave taken (other than under **clause 210(c) or (d)**) will first be debited from the NES Component.

209 Any untaken NES Component will continue to accrue from year to year. A staff member's personal leave entitlement will be the greater of **clause 207** or the NES entitlement.

210 Subject to available credits, staff may take paid personal leave in the following circumstances:

- (a) where they are unable to attend work due to personal illness or injury and do not receive workers' compensation payments in respect of the absence (sick leave);
- (b) to care for a member of their Immediate Family or household who is ill or incapacitated and requires care and support, or who requires care due to an unexpected emergency, in which case a staff member is entitled to 10 days leave per year of service (accruable for the purposes of this **subclause 210(b)**) less any carers leave previously taken;
- (c) Professional staff may convert up to five days of their accrued personal leave each year (other than the NES Component) to career development leave under **clause 287** (career development leave); and
- (d) where the staff member's partner has given birth to a child or the staff member has adopted a child, or been granted a permanent care order, in which case up to ten days personal leave may be taken within 12 months of the birth or adoption in addition to **clause 251(b)** (paid Partner Leave).

211 If a public holiday as defined in **clause 187**, falls during a period during which the staff member has taken paid personal leave, the staff member is taken not to be on paid personal leave on that public holiday unless they would have otherwise been required to work on that day.

212 No payment will be made in lieu of unused personal leave on termination of employment.

213 Additional paid personal leave may be approved by the Delegated Officer (Staffing) in exceptional circumstances where a staff member has used up all of their paid personal leave entitlement and is suffering substantial hardship and:

- (a) the staff member or a member of their Immediate Family for whom they have caring responsibilities is seriously ill or injured; or
- (b) the staff member is affected by Domestic and Family Violence.

214 Staff with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.

215 To assist staff with family responsibilities, a Supervisor may agree to them:

- (a) taking up to two weeks annual leave in single days;
- (b) taking accrued time off in lieu of overtime;
- (c) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated; and/or
- (d) entering into flexible working arrangements under clauses 176 to 183.

Casual staff

216 Subject to providing notification and medical certificates or other documentation as specified in **clause 221**, Casual staff are entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their Immediate Family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an Immediate Family or household member.

The Casual staff member and their Supervisor will agree on the period for which they will be entitled to be unavailable to attend work. If agreement cannot be reached, the Casual staff member will be entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. No payment will be made for any period of non-attendance.

COMPASSIONATE LEAVE

217 Staff (other than Casual staff) are entitled to paid compassionate leave in accordance with the *Fair Work Act 2009 (Cth)* in the event of the death or serious illness of a member of their Immediate Family or household (or, as approved on a case by case basis by the University, any other individual, including Indigenous kinship group members). Up to two days' leave will be granted on each occasion that leave is required.

DOMESTIC AND FAMILY VIOLENCE LEAVE

- 218 Staff (other than Casual staff) are entitled to up to twenty days paid leave each year if as a result of Domestic and Family Violence they require leave for reasons such as medical or counselling appointments, organising alternative accommodation, care and/or education arrangements, attending court hearings, police appointments and accessing legal advice. Leave does not accrue from year to year, and unused leave is not paid out on termination of employment.
- 219 The University will maintain a policy to provide guidance to staff about the support available to them and to assist managers to provide a supportive workplace for staff who are experiencing Domestic or Family Violence.
- 220 Staff affected by Domestic and Family Violence may also apply for flexible working arrangements under **clause 176** (such as changes to working hours or to part-time employment) and other supporting measures (such as changes to work location where possible and changes to email address and work telephone number) as provided for in University policy.

Note: *Domestic and Family Violence is defined in clause 3.*

NOTIFICATION AND SUPPORTING EVIDENCE FOR PERSONAL, COMPASSIONATE AND DOMESTIC AND FAMILY VIOLENCE LEAVE

221 A staff member who is unable to attend work must:

- (a) notify their Supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the staff member's absence); and
- (b) provide documentation that is acceptable to the University:
 - (i) for any single period of absence of five working days or more; and
 - (ii) if requested to do so for any absence after taking five separate periods of sick, carer's and/or Domestic and Family Violence leave in the previous 12 month period without providing acceptable documentation, provided that the staff member must have first been notified that they have taken five such periods of leave and that a certificate or other documentation is required for future absences. The requirement to provide acceptable documentation will be for up to 6 months from notification.

222 Acceptable documentation for the purposes of **clause 221** will include:

- (a) a medical certificate;
- (b) a statutory declaration in relation to unexpected emergencies or circumstances where it is not reasonably practicable for a staff member to obtain a medical certificate; and
- (c) a letter from the staff member's lawyer, doctor or other relevant agency in the case of staff affected by Domestic and Family Violence.

LONG SERVICE LEAVE

Leave entitlement

223 Staff (other than Casual staff) are entitled to paid long service leave as follows:

- (a) three months' leave on full pay or six months' leave on half pay after ten years' Continuous Full-time service*;
- (b) a further nine calendar days' leave on full pay or 18 calendar days' leave on half pay, accruing proportionately, for each subsequent year of Continuous Full-time service* up to 15 years' service; and
- (c) a further two months and 15 calendar days on full pay or five months leave on half pay, accruing proportionately, for each subsequent period of five years Continuous Full-time service* in excess of 15 years' service.

Note: For the purposes of long service leave, breaks in service of up to two months, or six months in the case of Externally Funded Fixed Term employment, do not break continuity of service, but the period of the break will not be counted as service: see **clause 232.*

224 Part-time staff and staff with a combination of Full-time and Part-time service are entitled to long service leave on a pro rata basis.

Leave entitlement – Casual staff

225 Casual staff are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) in respect of service performed on or after 1 January 2010.

Taking long service leave

- 226 Leave must be taken at mutually agreed times, and where agreement cannot be reached, the matter will be referred to the Delegated Officer (Staffing) for resolution.
- 227 Up to one month's long service leave on full pay or two months' leave on half pay may be approved after completion of seven years' Continuous Service provided that the staff member enters into an agreement to provide for deduction of monies from their termination payments and other repayment arrangements in the event that their employment ends before attaining the necessary period of service to qualify for the leave that was taken.

Long service leave pay and payment in lieu of long service leave

- 228 Long service leave pay and payments in lieu of long service leave will be calculated at the staff member's Salary as defined in **clause 3** in relation to paid leave and payments in lieu of leave.
- 229 On termination of a staff member's employment, payment will be made in lieu of long service leave accrued under **clause 223** or **225**. Where at the time of termination a staff member has five years' Continuous Service with the University, but less than 10 years Continuous Service and their employment is terminated by:
 - (a) the University, for any reason other than serious and wilful misconduct; or
 - (b) the staff member because of illness, incapacity or domestic necessity; or
 - (c) the staff member's death;

the staff member will be entitled to payment in lieu of long service leave, but such payments will be calculated at the rate of three months' leave for 15 years' employment.

230 If a staff member dies, the payment referred to in **clause 229** will be paid to their estate unless otherwise required by law.

Calculation of service and leave entitlements

231 Periods of leave without pay do not count as service for the purpose of calculating long service entitlements except:

- (a) unpaid leave taken to serve in the Australian Defence Force; or

(b) unpaid leave of up to six months taken by staff with at least 10 years' paid service.

232 Breaks in service of up to two months, or six months in the case of Externally Funded Fixed Term employment, do not break continuity of service for the purposes of long service leave, but the period of the break will not be counted as service.

233 Long service leave accrues on a pro rata basis during any period of paid leave taken at less than full pay.

234 Service with other Australian universities will be recognised in accordance with the University's *Leave Policy 2016* in place at the commencement of this Agreement.

PARENTAL LEAVE

Definitions

235 For the purposes of **clauses 236 to 285**:

Child means:

- (a) a child (or children from a multiple birth) born to a staff member or a staff member's Partner; or
- (b) a child (or children) who is placed with a staff member through an adoption or permanent placement order and who:
 - (i) is less than five years of age (for the purpose of paid Parental Leave) or less than 16 years of age (for the purpose of unpaid Parental Leave);
 - (ii) is not the birth child of the staff member; and
 - (iii) has not lived continuously with the staff member for six months or longer.

Parental Leave means adoption leave, maternity leave, Partner Leave, Primary Care Giver leave or special maternity leave.

Partner Leave means paid or unpaid Parental Leave taken by a staff member in accordance with **clause 251**.

Primary Care Giver means a staff member who has principal responsibility for providing care and attention for the staff member's child.

Week means a five day working week.

General principles

236 A staff member's total absence on Parental Leave (whether paid, unpaid or a combination of both), will not exceed 52 weeks (or 104 weeks, if approval has been given for extended unpaid leave) from the date of commencement of the leave or the date of birth or placement of the child, and:

- (a) any period of annual leave or long service leave taken in conjunction with Parental Leave will count as part of the 52 week period (or 104 weeks, if approved); and
- (b) any entitlements to paid Parental Leave or related benefits not accessed within 52 weeks (or 104 weeks, if approved) of the date of birth or placement of the child will be forfeited.

237 Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 104 weeks from the date of commencing leave.

238 Applications to extend a period of Parental Leave beyond 52 weeks may only be refused by the University on reasonable business grounds and after a staff member has had the opportunity to discuss the request.

239 Applications for Parental Leave (including applications to vary approved leave) and arrangements for return to work after Parental Leave must be made in accordance with University policies and procedures, and must include any specified notice and information (such as medical certificates).

240 Public holidays falling during a period of Parental Leave count as part of the Parental Leave, and no additional payment or adjustments to the period of Parental Leave will be made.

Unpaid Parental Leave

241 Staff (including Casual staff) may take up to 52 consecutive weeks' unpaid Parental Leave (or 104 weeks, if approved) in connection with the birth or adoption of a child. Staff may take up to eight weeks' unpaid Parental Leave concurrently with their partner.

- 242 To qualify for unpaid Parental Leave under **clause 241** a Casual staff member must have worked for the University on a regular and systematic basis for at least 12 months and have a reasonable expectation of ongoing employment on a regular and systematic basis.

Pregnant Staff – leave and benefits

- 243 A Casual staff member who is pregnant or gives birth to a child is entitled to:

- (a) be unavailable for work in order to attend antenatal care medical appointments or for a pregnancy-related illness, with notification and supporting evidence in compliance with clauses 221 and 222; and
- (b) unpaid Parental Leave under clauses 241 and 242.

- 244 A staff member (other than Casual staff) who is pregnant may:

- (a) take paid personal leave to attend antenatal care medical appointments or for a pregnancy-related illness, with notification and supporting evidence in compliance with **clause 221** and **222**;
- (b) take paid personal leave, or apply for unpaid special maternity leave, if the pregnancy terminates before the expected date of birth.

- 245 Additional paid personal leave may be granted if approved by the Delegated Officer (Staffing) in exceptional circumstances where a staff member has used up all of their paid personal leave entitlement and is suffering substantial hardship.

- 246 A staff member (other than Casual staff) who gives birth to a child is entitled to paid maternity leave, paid Primary Care Giver leave and benefits as follows:

Years of Continuous paid service at the expected date of birth		Paid Maternity Leave, Primary Care Giver Leave and benefits
(a)	Less than 1 year	1 week's paid maternity leave for each completed month of service.
(b)	1 year or more	14 weeks' paid maternity leave (or 28 weeks' leave at half pay), up to 10 weeks (or 20 weeks' leave at half pay) of which may be taken by the staff member's Partner provided that the Partner works for the University and will be the Primary Care Giver for the child.
(c)	2 years or more	<p>In addition to (b), and subject to the conditions in clauses 247 to 248 the equivalent value of 22 weeks' Salary, which may be taken as:</p> <ul style="list-style-type: none"> (i) 22 weeks paid Primary Care Giver leave; or (ii) 38 weeks paid Primary Care Giver leave at 60% of Salary; or (iii) a funded return to work program (without necessarily resuming full duties) which may include a mix of: <ul style="list-style-type: none"> (A) staff development opportunities (including funding or time release for further study, research funding and/or conference leave); or (B) other return to work assistance approved by the University; or (C) a combination of the entitlements specified in clause 213(c) equivalent in total to the value of 22 weeks' Salary.

- 247 To receive the benefits under **clause 246(c)** a staff member will be required to enter into a written agreement with the University to:

- (a) return to work for a period of at least 26 weeks on an approved return to work arrangement; or
- (b) repay all monies received under clause 246(c).

- 248 To receive the benefits referred to in **clause 246(c)** for a subsequent period of Parental Leave, as at the expected date of birth, either:

- (a) 52 weeks must have elapsed since the completion of the staff member's previous period of Primary Care Giver leave under **clause 246(c)**; or

- (b) the staff member must have returned to work on an approved return to work arrangement for a period of at least 52 weeks;
- (c) whichever is the earlier.

249 A staff member who is entitled to paid leave under **clause 246**:

- (a) whose child is stillborn, is entitled to up to 14 weeks' paid maternity leave; or
- (b) who gives birth to a living child and that child later dies during the period of paid leave under **clause 246**, is entitled to the remainder of their unused paid leave under **clause 246**.
- (c) Partners - leave and benefits

250 Casual staff are entitled to unpaid Parental Leave under **clauses 241 and 242**.

251 Staff (other than Casual staff) who are not entitled to leave and benefits under **clause 246**, are entitled to one or more periods of Partner Leave at any time during the 12 month period commencing one week before the expected date of birth or date of adoption of their child, as follows:

- (a) five days' paid Partner Leave (**paid short partner leave**);
- (b) up to ten days' accrued personal leave (see clause 210(d));
- (c) twenty days' unpaid Partner Leave (**unpaid short partner leave**); and
- (d) a further unbroken period of unpaid leave to be the Primary Care Giver for the child (**unpaid extended partner leave**), subject to compliance with **clause 241**.

252 In addition to Partner Leave under **clause 251**, a staff member (other than Casual staff) who has two years or more Continuous paid service at the expected date of birth is also entitled to paid Primary Care Giver leave, which may be taken as:

- (a) 22 weeks paid Primary Care Giver leave; or
- (b) 38 weeks paid Primary Care Giver leave at 60% of Salary.

253 To receive the benefits under **clause 252** a staff member will be required to enter into a written agreement with the University to:

- (a) return to work for a period of at least 26 weeks on an approved return to work arrangement; or
- (b) repay all monies received under clause 252.

254 To receive the benefits referred to in **clause 252** for a subsequent period of Primary Care Giver Leave, as at the expected date of birth, either:

- (a) 52 weeks must have elapsed since the completion of the staff member's previous period of Primary Care Giver leave under **clause 252**; or
- (b) the staff member must have returned to work on an approved return to work arrangement for a period of at least 52 weeks.

whichever is the earlier.

Adopting Parents (including permanent placement) – leave and benefits

255 The provisions of **clauses 246** (maternity leave and Primary Care Giver leave), **251** (Partner Leave) and **252** (Primary Care Giver leave) apply to a staff member who is adopting a child, or where the child is placed with the staff member pursuant to a permanent placement order.

256 If **clause 255** applies to a staff member, the staff member is entitled to Parental Leave in accordance with:

- (a) **Clause 246** if the staff member will be the Primary Care Giver from the date of placement of the child;
- (b) **Clause 251** if the staff member is not the Primary Care Giver at the date of placement of the child, and/or **clause 252** if they later become the primary care giver.

257 If both parents are University staff members, one parent is entitled to leave under **clause 246** and the other under **clause 251** and **252**, subject to **clause 260**.

258 In addition to such adoption leave, a staff member may apply for up to two days' unpaid leave to attend compulsory interviews or examinations for the adoption or permanent placement process.

Same sex parents

259 The provisions of **clauses 235 to 285** will be applied without discrimination to same sex couples.

Both parents are University staff members

260 Where both parents are University staff members:

- (a) If they are eligible for paid maternity leave under **clause 246(a)** or **(b)** it may be taken concurrently with:
 - (i) paid Partner Leave under **clause 251(a)** or **251(b)**;
 - (ii) unpaid Partner Leave under **clause 251(c)**; or
- (b) if they are eligible for Primary Care Giver leave under **clause 246(c)** or **252**, the leave may be shared between the parents up to a maximum of 22 weeks (or 38 weeks at 60% Salary) but cannot be taken concurrently;
- (c) paid maternity leave under **clause 246(b)**, if taken by the partner to be the Primary Care Giver, cannot be taken concurrently.

Superannuation payments during paid Parental Leave

261 The University will make contributions to a staff member's superannuation fund during paid Parental Leave where permitted by the superannuation scheme to which the staff member belongs.

Arrangements specific to Fixed Term contracts

262 Fixed Term staff are entitled to unpaid Parental Leave under **clauses 241** and **242**, and paid Parental Leave under **clauses 246; 251 to 252; and 255** during the term of their contract.

263 To be entitled to Primary Care Giver leave a Fixed Term staff member's contract term must cover both the period of the Primary Care Giver leave as well as the 26 weeks return to work period in **clause 247** and **clause 253**.

264 Except as provided in **clause 265** entitlement to Parental Leave ceases when the Fixed Term contract expires.

265 If the Fixed Term contract is extended or renewed, or the staff member is subsequently offered and accepts a further Fixed Term or ongoing contract of employment without a break in service, the staff member will be entitled to take the Parental Leave that they would have been entitled had their contract not expired.

266 A pregnant staff member or a staff member who has given birth, whose Fixed Term contract expires and who is not offered further employment, is entitled to a payment equivalent to up to 14 weeks' Salary (as per **clause 246**) if they are either:

- (a) at least 20 weeks pregnant at the time the contract expires; or
- (b) has commenced maternity leave under clauses 246(a) or (b).

267 However, there will be no entitlement to the payment under **clause 266** when their Fixed Term contract expires if:

- (a) the staff member was offered and refused an offer of a further Fixed Term contract of employment on terms and conditions substantially similar to, and on an overall basis, no less favourable than, the terms and conditions of employment that applied to the existing Fixed Term contract; or
- (b) it was made clear prior to the commencement of the Fixed Term contract that the contract would not be extended or renewed and that the staff member's employment would end at the date or contingency specified in the contract.

268 The University will pay any payment under **clause 266** as a lump sum on the expiry of the staff member's Fixed Term contract.

269 If the staff member is subsequently re-employed by the University having received payment under **clause 266**, the University may offset any subsequent entitlement to Parental Leave payment under this Agreement against the payment received, where it relates to the birth of the same child.

Return to work after Parental Leave

270 A staff member is entitled to return to the position that they held immediately before taking Parental Leave, except that:

- (a) if a staff member was transferred to a safe job because of their pregnancy, the relevant position is the position held immediately before the transfer;

- (b) if a staff member began working Part-time because of their pregnancy, the relevant position is the position held immediately before the staff member began working Part-time;
- (c) if a staff member immediately before starting Parental Leave, was acting in, or temporarily performing the duties of, a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position; and/or
- (d) if the staff member occupied a position which no longer exists, they will be entitled to return to an available position for which the staff member is qualified and suited nearest in status and pay to their pre-Parental Leave position and, where possible, located on the same campus as the redundant position.
- (e) **Note:** Where a staff member returns to work Part time after a period of Parental Leave any subsequent redundancy entitlements will be calculated in accordance with **clause 420(c)**.

- 271 A staff member may apply to return to their pre-Parental Leave position, subject to **clause 270**, on a part-time basis.
- 272 Where it is not possible to return to their pre-Parental Leave position on a Part-time basis, the University will offer the staff member another position on a part-time basis and in doing so will make reasonable endeavours to transfer the staff member to a substantially similar and no less favourable position.
- 273 Any Part-time work arrangement that is agreed will be recorded as a variation to the staff member's contract of employment and will specify whether and when the staff member will return to their substantive fraction of employment.
- 274 Where a staff member has a temporary variation to their contract:
- (a) the variation may be up to a maximum of six years from the date of birth or placement of the child, or when the child commences school, whichever is earlier; and
 - (b) the staff member may vary their return to their substantive fraction of employment with 12 months' notice.
- 275 A staff member may apply to return to work from Parental Leave earlier than the leave dates agreed if the pregnancy terminates without the birth of a living child or the staff member gives birth to a living child but the child later dies.
- 276 A staff member may apply to extend their period of approved Parental Leave no later than four weeks before the end of their existing period of approved leave.

Impact of Parental Leave on service

- 277 Paid Parental Leave counts as service for all purposes, but leave taken at less than full pay will affect the accrual of annual and long service leave.
- 278 Unpaid Parental Leave does not count as service for any purpose except that in the case of staff with at least ten years' paid service, up to six months unpaid Parental Leave will count as service for the purposes of long service leave. Unpaid Parental Leave does not break continuity of service.

Safe work during pregnancy and breastfeeding

- 279 A staff member, including a casual staff member, who is pregnant or breastfeeding is entitled to move to an appropriate safe job, if it is inadvisable for them to continue in their present position during a stated period (the Risk Period) because of:
- (a) illness, or risks, arising out of her pregnancy; or
 - (b) hazards connected with the position; or
 - (c) substantial difficulties in performing the duties of their position while breastfeeding.
- 280 The staff member is entitled to remain in their safe job for the Risk Period and to maintain the same ordinary rate of pay, ordinary hours or work and other entitlements that they received in their present position.
- 281 Alternatively, if appropriate, a staff member and their Supervisor may:
- (a) agree to different ordinary hours of work to those in their present position, in which case their pay will be adjusted accordingly;
 - (b) negotiate a working from home agreement for the Risk Period.
- 282 If requested to do so, a staff member will need to provide medical evidence that they are fit to perform the duties of the safe job but that it is not safe to work in their present position.

Keeping in touch while on Parental Leave

- 283 The University will inform staff who are on Parental Leave of any proposed changes which may have a significant effect on the status, pay or location of their pre-Parental Leave position; and will provide an opportunity for the staff member to discuss the effect on that position. This will not preclude their participation in workplace change management processes as set out in **Part I**.
- 284 Where mutually agreed between a staff member and the University, a staff member may participate in up to 10 paid whole or partial Keeping In Touch Days per 52 weeks during their Parental Leave. Keeping In Touch Days are provided for work activities designed to help them to stay in touch with their workplace and to facilitate their return to work after the end of the Parental Leave.
- 285 While on Parental Leave a staff member may also access professional development opportunities; and may apply for, and be considered for, internal jobs or secondment opportunities where they indicate that they are available to take up such opportunities.

RESEARCH AND PROFESSIONAL DEVELOPMENT LEAVE

- 286 Staff with at least 12 months' Continuous Paid Service are entitled to research or professional development leave as follows:
- (a) Continuing and Fixed Term Academic staff who have met their research objectives in the previous 12 months, or in the case of education focused staff, have an approved research plan, are entitled to up to three days' leave each year to undertake activities related to their current research or research proposals; and
 - (b) Continuing and Fixed Term Professional staff who have been assessed as at least meeting expectations or satisfactory (as applicable) are entitled to up to three days' leave each year to undertake activities related to their professional development.
- 287 In addition to leave under **clause 286(b)**, Professional staff may also apply to take up to five days of their accrued personal leave each year for career development purposes. Such leave will be approved in accordance with University policy, and is in addition to, and will not diminish any study leave or staff development entitlements that are otherwise available under University policy.

Pro rata entitlements

- 288 Staff who work Part-time and/or have taken more than three months' unpaid leave during a year will be entitled to research or professional development leave on a pro rata basis.

Applying for and taking research or professional development leave

- 289 Staff must apply for leave under **clause 286** or **287** by submitting a proposal to their Supervisor setting out the activities to be undertaken and explaining how those activities would benefit their research or professional career development. Such leave will be approved in accordance with University policy.
- 290 Any costs associated with activities undertaken while on research or professional development leave (such as travel costs and course fees) are the responsibility of the staff member.
- 291 Leave may be taken in one or more periods. Unused research or professional development leave does not accrue from year to year, and is not paid out on termination of employment.

JURY SERVICE

- 292 A staff member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service.
- 293 Upon providing proof of attendance, a staff member who is required to undertake jury duty will be granted:
- (a) paid leave for the period necessary for such service, in which case the staff member must forward to the University any fees (other than reimbursement of expenses) received for such jury service; or
 - (b) leave without pay for the period necessary for such service, in which case the staff member will be entitled to retain any fees received for such jury service.
- 294 Where a staff member who takes paid leave fails to forward such fees to the University, the period of their absence for jury service will be treated as leave without pay, and any salary paid for the period of absence will be repayable to the University.

DEFENCE LEAVE

- 295 Staff are entitled to four weeks' paid leave per year to undertake Australian Defence Force (**ADF**) Reserve service training and operational duty.

- 296 An additional two weeks' paid leave may be taken in a staff member's first year of ADF Reserve service for attendance at recruitment and initial engagement training.
- 297 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 298 Defence Reserve leave counts as service for all purposes, with the exception that unpaid leave in excess of six months does not count for the purposes of accruing annual leave.

EMERGENCY SERVICES LEAVE

- 299 The University will grant up to three days' paid leave per year for the purposes of undertaking voluntary emergency management activities and related training.
- 300 Additional leave will be granted where such leave is reasonable having regard to all the circumstances. Such leave will normally be unpaid, but paid leave may be granted in exceptional circumstances.
- 301 Emergency services leave will be granted only where a staff member:
- (a) is a member of, or has a member-like association with an emergency services organisation (as defined in the *State Emergency and Rescue Management Act 1989 (NSW)* or a "recognised emergency management body" as defined in the *Fair Work Act 2009*; and
 - (b) provides documentary evidence of their membership, training requirements and call-outs attended if requested to do so.

SPECIAL LEAVE

- 302 The University may approve paid special leave in accordance with University policy. Other than in exceptional circumstances, special leave may not exceed three days.

LEAVE WITHOUT PAY

- 303 The University may approve leave without pay in accordance with University policy and on such conditions as the University considers appropriate in the circumstances.

WITNESS LEAVE

- 304 A staff member who is required to attend a court or tribunal hearing as a witness:
- (a) will be regarded as being on duty during their period of absence if:
 - (i) required as a witness for the University;
 - (ii) the hearing relates to a University award or agreement; or
 - (iii) the hearing relates to proceedings initiated under **clause 469(d)** of this Agreement in relation to the staff member's employment;
 - (b) will be permitted to take annual leave, accrued hours (Professional staff only) or time in lieu of overtime (Professional Staff only) or leave without pay to cover the period of their absence from work in any other circumstances;
 - (c) must notify their Supervisor of the expected times of their absence as early as possible; and
 - (d) will not be entitled to any witness fees in relation to a matter referred to in **clause 304(a)**, but may retain such fees as may be paid to them (if any) in respect of other matters.

PART G: MANAGEMENT OF WORK AND PERFORMANCE

PERFORMANCE OF WORK

305 Staff may be directed by the University to carry out such functions and duties as are consistent with the nature of their appointment, classification/level and employment fraction, and are within their skill, capability and training and are without risks to health and safety. Other factors to be taken into account when assigning work will include:

- (a) the importance of maintaining an appropriate balance between work and family life;
- (b) provision of appropriate opportunities for career development;
- (c) the working hours specified in this Agreement; and
- (d) ensuring equity within each work unit.

WORKPLACE CONDUCT

306 Staff must comply with the Codes of Conduct (as defined in **clause 3**).

307 Workplace bullying is unacceptable behaviour and is defined as repeated, unreasonable behaviour directed towards a staff member or a group of staff that creates a risk to health and safety. It does not include reasonable management action or practices.

308 The University is committed to eliminating workplace bullying and to providing staff with information and training about this. This commitment is supported by the *Bullying, Harassment and Discrimination Prevention Policy* and the *Bullying, Harassment and Discrimination Resolution Procedures*, which provide a framework for managing any incidents of workplace bullying in a fair and timely manner. These policies will remain in force and will not be changed without consultation with the Unions through the normal process and through the Joint Consultative Committee, including consultation over the final form of the policy.

309 Staff must co-operate with the University and comply with all reasonable directions of the University directed at preventing, responding to or minimising the risk of workplace bullying.

310 Examples of behaviours that may contribute to workplace bullying include but are not limited to:

- (a) verbal abuse or threats, including yelling, insulting or offensive language;
- (b) unjustified criticism or complaints;
- (c) assigning impossible tasks, or meaningless tasks unrelated to the job, or giving someone the majority of unpleasant tasks;
- (d) assigning too much or too little work;
- (e) setting unreasonable timelines or constantly changing deadlines;
- (f) deliberately excluding someone from work related activities, meetings and events;
- (g) unreasonably denying access to information, supervision, consultation or resources;
- (h) withholding information that is essential to perform a task properly;
- (i) spreading misinformation or rumours;
- (j) physical abuse;
- (k) making threats or comments about job security without foundation;
- (l) changing work arrangements, such as rosters or leave, to deliberately inconvenience a worker; and
- (m) excessive scrutiny at work.

311 The following behaviours do not constitute bullying:

- (a) a single incident of unreasonable behaviour. However, single or one-off incidents of unreasonable conduct can also cause a risk to health and safety and be in breach of other University policies and should not be ignored;
- (b) reasonable management practices; and
- (c) low-level conflict.

- 312 Staff who want to make a complaint of bullying should do so in accordance with the *Bullying, Harassment & Discrimination Resolution Procedures*. In these circumstances, the University will appropriately deal with the complaint, including:
- (a) conducting any preliminary assessment of alleged bullying in a timely manner;
 - (b) where it is determined by the University that an investigation is appropriate, an Investigator will be appointed by the University;
 - (c) taking reasonable steps to secure the safety of the complainant, the respondent and other impacted staff during the investigation and resolution; and
 - (d) if it is determined that bullying has occurred, the University will take reasonably practicable steps and actions to address the bullying.
- 313 Where a staff member does not accept the outcomes of a preliminary assessment or the actions taken under **clause 312(d)**, they may have the matter referred to the Delegated Officer (Staffing) for a review.
- 314 Nothing in this Agreement prevents a staff member from applying to the Fair Work Commission at any time for Anti-Bullying orders under the Fair Work Act.

INTELLECTUAL FREEDOM

- 315 The Parties are committed to the protection and promotion of intellectual freedom, including the rights of:
- (a) Academic staff to engage in the free and responsible pursuit of all aspects of knowledge and culture through independent research, and to the dissemination of the outcomes of research in discussion, in teaching, as publications and creative works and in public debate; and
 - (b) Academic, Professional and English Language Teaching staff to:
 - (i) participate in the representative institutions of governance within the University in accordance with the statutes, rules and terms of reference of the institutions;
 - (ii) express opinions about the operation of the University and higher education policy in general;
 - (iii) participate in professional and representative bodies, including Unions, and to engage in community service without fear of harassment, intimidation or unfair treatment in their employment; and
 - (iv) express unpopular or controversial views, provided that in doing so staff must not engage in harassment, vilification or intimidation.
- 316 The Parties will encourage and support transparency in the pursuit of intellectual freedom within its governing and administrative bodies, including through the ability to make protected disclosures in accordance with relevant legislation.
- 317 The Parties will uphold the principle and practice of intellectual freedom in accordance with the highest ethical, professional and legal standards.

WORKLOADS – ACADEMIC STAFF ONLY

Objective of academic workload provisions

- 318 The objective of **clauses 319 to 340** is to provide a framework for ensuring that academic workloads are equitable, transparent, manageable and without risks to health and safety.

Workload allocation principles

- 319 Academic workloads will be determined on a fair, transparent and consultative basis, having regard to the following principles:
- (a) the allocation and recognition of academic workloads should support the strategic directions of the University and, except for education focused and research only staff or where otherwise agreed in accordance with **clause 332**, will encompass the elements of teaching, research and service while taking into account the career aspirations of Academic staff;
 - (b) the allocation of academic work should reflect the multiplicity of career trajectories for Academic staff, and that the emphasis between different areas of academic work for an individual member of staff may shift throughout their career;
 - (c) an Academic staff member's workload should be suitable to their stage of development and level. For example, Level A and B staff in the first year of their appointment should have a lower teaching load than experienced staff as they need

time for research. Level A staff will not normally have sole responsibility for the design and delivery of courses. Unless otherwise agreed, Level D and E staff are required to provide evidence of research mentoring and support for early career staff; and

- (d) for teaching and research staff (i.e. staff other than “research only” and “education focused” staff), academic work will be assigned to ensure a well-balanced portfolio encompassing, **unless an alternative allocation is agreed in accordance with clause 332**, on average:
 - (i) teaching and teaching-related activities – 40%;
 - (ii) research and scholarship– 40%;
 - (iii) professional & community engagement and administration – 20%.

Workload allocation policy

- 320 Each academic work unit must have in place a workload allocation policy that complies with the provisions of this Agreement. For the purposes of this clause, academic work units will be determined at the Faculty level in consultation with Academic staff, and may comprise the Faculty, individual Schools or other organisational units.
- 321 Workload allocation policies will be developed in a way which identifies a transparent correlation between the measure applied and hours of work generated.
- 322 Workload allocation policies will ensure that all aspects of academic work as appropriate and relevant for inclusion in a workload allocation policy for the particular work unit are addressed, and work allocated to casuals will take into account the principle in **clause 59**.
- 323 Workload allocation policies in each Faculty or University School will be developed by a collegiate committee involving members of the academic staff including a representative of casual academic staff. They will then be put to a specially convened meeting of academic staff in the academic work unit for approval (including casual representation). If there is a dispute over workload allocation matters that cannot be resolved internally, these will be referred to the Workload Monitoring Committee.
- 324 Workload allocation policies will be reviewed regularly by each Academic work unit, and in any event, at least every four years. Workload allocation policies in place at the commencement of this Agreement will continue to apply until reviewed and as part of those reviews the requirements of **clauses 322 and 323** will be applied. The initial review should commence within 12 months of the commencement of this Agreement.
- 325 Copies of each workload allocation policy will be provided to the Workload Monitoring Committee and posted on the University’s intranet.

Individual workload allocation

- 326 Each Academic staff member’s workload will be allocated in consultation with the staff member concerned, having regard to:
 - (a) the staff member’s level of appointment and time fraction;
 - (b) the needs of early career staff to establish their research profile;
 - (c) the importance of maintaining an appropriate balance between work and family life;
 - (d) the working hours specified in this Agreement; and
 - (e) the annual and other leave plans of the staff member. No staff member will be required to make up time, take on additional duties or alter the duties that would normally be undertaken as a result of taking leave. For example, no staff member will be required to perform additional teaching duties as a result of taking leave during a teaching period.
- 327 A staff member who is enrolled for a research higher degree will be allocated a proportion of time to undertake such studies, provided that their research higher degree Supervisor certifies that adequate progress has been made.
- 328 In determining the allocation of academic workloads and their quantification, the following factors will be taken into account:
 - (a) modes of delivery, including, for example, face-to-face teaching, on-line learning and blended learning;
 - (b) the level of courses taught;
 - (c) preparation for teaching, curriculum development and the development of course materials;
 - (d) supervision and mentoring of staff and students, including required attendance at classes or meetings;

- (e) research, scholarship, creative production;
- (f) the number of students taught;
- (g) staff development requirements;
- (h) field work supervision;
- (i) internal and external professional work;
- (j) administration, including participation on committees;
- (k) overseas teaching and international commitments;
- (l) intercampus travel;
- (m) University service and community engagement; and
- (n) carers' responsibilities and/or disabilities.

329 In determining reasonable hours the University will have regard to the following:

- (a) the total number of hours required be worked each day on a particular day;
- (b) the number of teaching and/or required hours worked without a break;
- (c) the time off between finishing and starting times of teaching sessions;
- (d) the number of days of the week during which teaching and/or required duties are scheduled;
- (e) the provisions of the *Work Health & Safety Act 2011* and health and safety issues generally;
- (f) the incidence of evening work;
- (g) the incidence of overseas work;
- (h) the staff member's general workload; and
- (i) the staff member's caring needs/responsibilities.

330 The required duties will be such that they can reasonably be expected to be completed in a professional and competent manner within an average of 37.5 hours per week, and staff will not be required to work more than 1,725 hours per year.

331 The workload allocation will factor in the hours required as a consequence of the class size for tutorials, seminars and laboratory groups; and will take into account such factors as the nature of the activity, safety requirements, and availability of teaching facilities.

332 The total amount of teaching and related activities for teaching and research staff will not exceed 40% of the total workload over a 12 month period, **unless otherwise agreed by the staff member and their Supervisor.**

333 Staff will not be required to commence teaching within ten hours of the conclusion of a teaching session, or other directed duties, conducted on the previous day.

334 Staff will not be required to teach on weekends or public holidays without their agreement. Where teaching is agreed to on weekends or public holidays, the staff member will take time off in lieu at a time agreed by the staff member and their Supervisor.

335 Staff will not be required to:

- (a) teach more than two semesters per year without their agreement (including agreed arrangements in relation to compensation for additional teaching beyond a two semester load); and/or
- (b) teach overseas without their agreement.

336 Any change in the teaching year or academic calendar will be subject to consultation with affected staff and, if requested, their Representative(s).

Part-time Academic Staff

337 **Clauses 319 to 336** will apply to Part-time staff on the basis of the work being in proportion to their fraction of employment, including the following:

- (a) during the normal weekly hours of employment, in addition to face-to-face teaching or other equivalent delivery of teaching, Part-time Academic staff are required to provide associated duties in the nature of preparation, marking and student consultation; and
- (b) in addition to teaching and associated duties, Part-time Academic staff may be required to participate in the academic and administrative activities of the school and be available on campus for some or all of the nominal hours of employment.

Workload Monitoring Committee

338 The University will maintain a Workload Monitoring Committee for the purposes of overseeing and supporting the implementation and monitoring of **clauses 319 to 336**. The membership of the Workload Monitoring Committee will be five nominees of the University, including the Provost, a Dean, a Head of School and a Senior Faculty Administrative Manager, and five nominees of the NTEU one of whom must be a Casual staff member.

339 The role of the Workload Monitoring Committee is to:

- (a) monitor the operation of each workload allocation policy and review each policy on an annual basis to ensure that the provisions of this clause are observed;
- (b) ensure each workload allocation policy provides a reasonable basis for determining comparison of workload quantum across the University;

340 The Workload Monitoring Committee will meet at least twice each year or as the Committee otherwise agrees, or as required by referral under **clause 323**.

Dispute resolution

341 Where agreement cannot be reached between a staff member and their Supervisor, or in circumstances where a dispute arises regarding the operation of **clauses 319 to 336**, the issue will be resolved through the Review of Action procedures of this Agreement.

WORKLOADS FOR PROFESSIONAL STAFF

342 Supervisors and staff will work together to ensure that work is allocated in a way that is equitable, transparent, reasonable and consistent with the University's obligations, including work health and safety, having regard to:

- (a) maintaining a balance between work and personal life, including carers' responsibilities;
- (b) reasonable adjustment for disabilities;
- (c) provision of opportunities for career development, including access to professional development leave;
- (d) the working hours specified in this Agreement;
- (e) the staff member's classification level, skills and training, employment fraction and the nature of their appointment;
- (f) equity within each work unit; and
- (g) annual and other personal leave plans of the staff member.

343 Supervisors will review workloads from time to time to ensure that they are reasonable. Primary indicators of an unreasonable workload may include:

- (a) ongoing need to work excessive hours;
- (b) unreasonable and unwanted overtime; or
- (c) inability for staff to clear accrued leave or credited flexible hours.

344 Should a staff member or staff members have concerns about their workload, the concerns should be raised with their Supervisor. The Supervisor will consider the concerns raised and take reasonable steps to resolve the matter, including, where appropriate, making adjustments to workloads.

345 In their examination of concerns raised, the Supervisor should consider if relevant:

- (a) actual hours worked;

- (b) changes in staffing levels over time;
- (c) changes in volume of work recently or over time
- (d) changes to the nature and requirements of work;
- (e) reported staff experiences or concerns; and
- (f) any other factor.

346 If the matter remains unresolved following consideration by the Supervisor, the staff member(s) may refer the matter to the Delegated Officer (Staffing) under **clause 456** of the Dispute Settling procedures in the Agreement.

347 The Joint Consultative Committee will monitor overtime and leave balances and may be used as a forum to facilitate consultation on workloads.

PART H: PLANNING AND DEVELOPMENT

PAY AND CAREER EQUITY

Pay Equity

348 The University is committed to striving for pay equity across genders. The University will:

- (a) report annually to all staff on the average pay levels for each gender of staff at each classification level and outcomes of applications for classification reassessment on a de-identified basis; and
- (b) in consultation with the Joint Consultative Committee, continue to develop and implement appropriate strategies to remedy any identified problems in relation to pay equity across genders.

Career Equity

349 The University's selection, probation and promotion procedures will value the skills and experiences of all genders, including women and members of other Equal Employment Opportunity (EEO) groups. The University will:

- (a) continue to implement and monitor procedures to ensure that all individuals involved in selection, probation and promotion are aware of and apply such values;
- (b) continue to implement strategies designed to overcome career path obstacles for all staff but with particular emphasis on redressing points of disadvantage experienced by women and members of other EEO groups;
- (c) continue to implement mechanisms for achieving gender balance in University governance and all University committees within the life of this Agreement;
- (d) within the life of this Agreement, periodically report to staff on existing and proposed strategies designed to equalise career opportunities for all staff, but with special reference to women and members of other EEO groups; and
- (e) consult with the Unions through the Joint Consultative Committee about improving gender equality within the University and advancing the above objectives.

P&D PROGRAM

350 The University is committed to providing a working environment that fosters excellence in teaching, world-class research and best practice organisational professionalism and performance.

351 A key element to achieving these objectives is the University's P&D Program. Staff will be provided with the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through their participation in the P&D Program and appropriate staff development activities.

352 The University will consult with staff through the Joint Consultative Committee in relation to the operation of the P&D Program.

353 All staff are required to participate in the P&D Program in accordance with the University's policies and procedures, and will have access to a range of staff development opportunities. Supervisors, Advisors and staff will undertake training in relation to the P&D Program.

354 Final sign off of a staff member's P&D will be carried out by a University staff member, other than in the medical faculties where an affiliate may have such responsibility.

355 As part of the initial stages of a P&D review for a Professional staff member, the Supervisor and staff member will review the position description to ensure currency, and update it if necessary.

356 The P&D review will be based on the agreed objectives and goals that have been set in relation to the Professional staff member's position description.

357 Staff will be provided with adequate time to participate in and complete the P&D review.

358 Casual staff who are engaged on a regular and systematic basis for 12 months should have their performance assessed in accordance with the P&D Program, and other Casual staff may also have their performance assessed in accordance with the P&D Program. It is recognised that unless Casual Professional staff have their performance assessed in accordance with the P&D Program, they will not be eligible to apply for conversion under **clause 68**.

359 A Professional Staff member whose performance is assessed as outstanding or having far exceeded expectations (as applicable) may be granted a performance progression payment in the form of an accelerated salary increment (including into the next classification level) for a 12 month period as set out in **clause 154**. The decision to grant a performance progression payment will be reviewed annually through the staff member's P&D Program evaluation.

CAREER DEVELOPMENT FOR PROFESSIONAL STAFF

- 360 The University is committed to supporting the development of Professional staff to achieve their personal career goals as well as the University's strategic objectives.
- 361 Staff will be assisted in their ongoing development through the P&D Program, including through the implementation of agreed development plans, which may include actions such as participation in training and development programs, further study, secondment and exchange schemes, job rotations and temporary transfers or placements, either within the University or externally.

Professional Staff Secondment and Exchange Scheme

- 362 Subject to **clause 363**, where a Professional staff position is to be filled on a temporary basis for a period of three to 12 months, expressions of interest will be invited through advertisement on the University website for at least three days. Continuing, Fixed Term and Casual Professional staff employed at the time of advertisement will be eligible to submit expressions of interest in advertised vacancies. Selection decisions will be made on the basis of:
- (a) Relevant skills and experience;
 - (b) "Next Step" career development goals as specified in the applicant's current *Performance Planning and Development Evaluation*;
 - (c) relevant operational factors affecting the capacity of the staff member's work area to release them to fill the temporary vacancy; and
 - (d) Whether the staff member has had other recent temporary transfers or development opportunities.
- 363 The Delegated Officer (Staffing) may approve waiving the advertising requirements in **clause 362** in exceptional circumstances.
- 364 The University will maintain a Professional Staff Secondment and Exchange Scheme and the online system to enable staff to register their interest in participating in the Scheme and/or be notified of temporary vacancies. Staff with at least 12 months' Continuous Service are eligible to register their interest in temporary vacancies in the online secondment register, and receive email notifications of vacancies at particular HEO levels, locations and/or areas of work.
- 365 Staff in different work areas at the same HEO level or within one HEO level of each other may apply for a short term position exchange. Applications will be considered on the basis of the criteria in **clause 362**.
- 366 Staff participating in a position exchange will continue to be paid at their usual Salary, and will not receive any higher duties allowance or other loading in respect of their placement.
- 367 Staff who have been employed for more than four years in the same position and at the same HEO level will be given preference in consideration to participate in the Secondment and Exchange Scheme.
- 368 The University will report annually to the Joint Staff Consultative Committee on the number of staff participating in the Scheme and the distribution of participation by HEO level, gender and occupational group.

Professional Staff Development Fund

- 369 The University will allocate at least \$2 million each year to fund programs and activities to assist Professional staff to develop the skills and expertise required to achieve their 'next step' career development goals (the **Professional Staff Development Fund**). Unless otherwise agreed by the Joint Consultative Committee, unused funds will be carried forward from year to year.
- 370 Within six months of the approval of the Agreement, the University will establish an online expression of interest process which would be the first step in accessing the Fund. The relevant details of expressions of interest and results will be reported to the Joint Consultative Committee.
- 371 The Professional Staff Development Fund may be used for programs and activities such as courses of study, training programs, scholarships, conference attendance and external secondments and the associated costs of staff replacement. Where a staff member makes an unsuccessful application for an activity to be funded under this clause, they remain eligible to apply for leave under **clause 286** or **287** of this Agreement to undertake the activity.
- 372 The University will endeavour to distribute funds in a reasonably proportional manner across occupational groups, across genders and between those employed at HEO Levels 1 to 5; and 6 and above, except where there are insufficient applications from staff in a particular group.
- 373 The University will report annually to the Joint Consultative Committee on the number of staff funded, the type of activities supported and the distribution of support across the groups specified in **clause 372**.
- 374 The Professional Staff Development Fund will not be used for:

- (a) Specific position-related training provided to a staff member to meet the immediate or imminent requirements of their current position; or
- (b) Any development or advancement activities for which the University has no demand; or
- (c) To meet costs associated with the administration of the Professional Staff Development Fund.

Advertising Professional Staff Vacancies

375 Advertising Professional staff vacancies:

- (a) Subject to sub-clause (b), all Professional staff vacancies of more than 12 months' duration will be advertised internally in the first instance;
- (b) The following positions may be advertised internally and externally simultaneously with the approval of the Delegated Officer (Staffing):
 - (i) positions at HEO10 or above, that require specialist skills; and/or
 - (ii) an identical position that has been previously advertised internally without success in the past six months.
- (c) Internal advertisements will remain open for at least six business days, after which the relevant Delegate may authorise external advertising after reviewing applications received by the internal closing date. The University encourages selection committees to interview potentially suitable internal applicants, or a shortlist of such applicants, before deciding whether to advertise externally.

376 Vacancies at or below HEO 5 will not be advertised externally if there are suitable internal applicants who are assessed as satisfying the relevant selection criteria through the normal selection process.

377 Unsuccessful internal applicants will be given feedback about their application if requested. An unsuccessful internal applicant may request the Delegated Officer (Staffing) to conduct or arrange an audit of the selection process if they consider on reasonable grounds that there has been a breach of the Recruitment and Selection Policy. The Delegated Officer (Staffing) may make recommendations in relation to future selection processes, such as training for selection committee members or changes to the Recruitment and Selection Policy.

PERFORMANCE IMPROVEMENT

378 Where a staff member has been assessed as not meeting expected standards or unsatisfactory (as applicable) or otherwise fails to perform their duties to a satisfactory standard, their Supervisor will:

- (a) notify them in writing of any deficiencies in their performance and the improvements necessary to meet the required standard;
- (b) provide an opportunity to discuss the concerns that have been identified;
- (c) provide guidance, and where appropriate, counselling, professional development or training to assist the staff member to improve their performance to the required standard; and
- (d) specify a timeframe within the necessary improvements are required.

UNSATISFACTORY PERFORMANCE

379 Where a staff member's performance has not improved to the required standard after being notified under **clause 378** of their Supervisor's concerns, a performance improvement plan will be established in consultation with the staff member. The performance improvement plan must specify:

- (a) the required performance standards (which must be reasonable having regard to the level and duties of the position);
- (b) the action required to remedy the deficiencies in the staff member's performance, including any additional counselling, professional development or training that may be required; and
- (c) the time frame within which the necessary improvements are required.

380 The performance improvement plan must be provided to the staff member concerned who will be given an opportunity to sign the plan to acknowledge receipt and provide comment on it. A staff member whose performance is not meeting the required

standard and who, as a result, is at risk of having their employment terminated will be given written notification to this effect. The written notification will advise the staff member in general terms of the relevant provisions of this Agreement.

- 381 Where, in the opinion of the Supervisor, the staff member's performance does not improve to the required standard within the time frame specified in their performance improvement plan (or such further time frame as may be approved by their Supervisor), the Supervisor will provide a written report to the relevant Delegate setting out what constitutes the unsatisfactory performance and outlining the steps which have been taken under **clauses 378 and 379**. The report will also be given to the staff member who will have ten days to respond, in writing, to the relevant Delegate.
- 382 The relevant Delegate will make a determination as to an appropriate course of action taking into account any response provided by the staff member under **clause 381**.
- 383 Where the relevant Delegate determines that the appropriate course of action is the withholding of an incremental increase, salary reduction or termination of employment, the staff member will be given an opportunity to seek a review of the proposed decision in accordance with **clause 460** before a final decision is made. A request for a review must be made within five working days of receipt of notice of the proposed Disciplinary Action.

MISCONDUCT AND SERIOUS MISCONDUCT

- 384 Where a staff member's Supervisor or a relevant Delegate becomes aware of allegations that the staff member may have engaged in Misconduct or Serious Misconduct:
- (a) The Supervisor or relevant Delegate may undertake or arrange such preliminary investigations or enquiries as they consider necessary to determine an appropriate course of action to deal with the matter;
 - (b) The Supervisor or relevant Delegate may, in the case of a less serious matters, seek to resolve the matter directly with the staff member concerned through guidance, counselling, warning, mediation or another form of dispute resolution;
 - (c) In cases other than those which are dealt with under **clause 384(b)**, the staff member will be provided with allegations in sufficient detail to ensure that they have a reasonable opportunity to respond. The staff member will be given ten days to respond to the allegations.
 - (i) If the staff member admits the allegations in full, the relevant Delegate may take Disciplinary Action.
 - (ii) In other cases the relevant Delegate may:
 - (A) proceed to deal with the matter under clause 384(d); or
 - (B) if the Delegate considers it appropriate to do so, appoint an Investigator to investigate the allegations and report to the relevant Delegate on their findings of fact and any other matters requested by the relevant Delegate. The Investigator will determine the procedure to be followed in conducting the investigation, subject to the requirement that such procedure must allow the staff member concerned with a reasonable opportunity to respond to the allegations against them, including any new matters, or variations to the initial allegations resulting from the investigation process. The Investigator will provide a written report to the relevant Delegate and a copy to the staff member.
 - (d) Where the relevant Delegate is satisfied that a staff member has engaged in Misconduct or Serious Misconduct, the relevant Delegate may take Disciplinary Action against the staff member, provided that:
 - (i) before taking Disciplinary Action the relevant Delegate must be satisfied the staff member has been given a reasonable opportunity to respond to the allegations against them;
 - (ii) in any case of Disciplinary Action other than counselling, a direction to participate in mediation or an alternative form of dispute resolution or a written warning, the staff member must be given notice of the proposed Disciplinary Action and an opportunity to have the allegations examined by a Review Committee in accordance with **clause 460**. A request for a review must be made within five working days of receipt of notice of the proposed Disciplinary Action; and
 - (iii) a staff member's employment may be terminated only if they have engaged in Serious Misconduct, as defined in **clause 3** of this Agreement.

- (e) Any time after the staff member's Supervisor or a relevant Delegate becomes aware of allegations that the staff member may have been engaged in Misconduct or Serious Misconduct, the relevant Delegate may suspend the staff member with or without pay.
- (f) A staff member may be suspended without pay only if:
 - (i) the relevant Delegate considers that there is a possibility of a serious and imminent risk to another person or to the University's property or that the allegations are sufficiently serious that it is considered possible that the staff member may be dismissed if the allegations are proven; or
 - (ii) the staff member has been notified that the relevant Delegate proposes to recommend the termination of the staff member's employment and the staff member has requested a review of that decision.
- (g) Where a staff member is suspended without pay, the following will apply:
 - (i) if the suspension occurs at a time when the staff member is on paid leave, he or she will continue to receive Salary for the period of paid leave;
 - (ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits during the suspension without pay;
 - (iii) the relevant Delegate may at any time direct that Salary be paid on the ground of hardship;
 - (iv) the staff member may request a review of the decision to suspend them without pay under **clause 460**. Such review will be conducted within five days of receipt of the request from the staff member, and a determination will be made within ten days of receipt of the request. The suspension without pay will continue during the review period; and
 - (v) any lost salary and other entitlements will be reimbursed if the decision to suspend without pay is overturned or it is determined by the relevant Delegate that the alleged misconduct is not substantiated. If it is determined that the alleged misconduct is partly substantiated, the relevant Delegate may exercise a discretion to reimburse all or part of the lost Salary and entitlements.
- (h) A staff member who is excluded from the University will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

PART I: MANAGING WORKPLACE CHANGE

PRINCIPLES

385 Where the University proposes to introduce changes in programs, organisation, structure or technology that are likely to have a significant effect on staff, the University will consult those staff who are directly affected by the proposed changes in accordance with **clauses 385 to 394**. For the purposes of **clauses 385 to 394** "significant effects" include:

- (a) termination of employment;
- (b) change to the composition, operation or size of the University's workforce or to the skills required of staff;
- (c) elimination or diminution of job opportunities (including opportunities for promotion or continuing employment);
- (d) outsourcing of work;
- (e) reallocation of a significant proportion of the duties and responsibilities of staff;
- (f) restructuring and/or relocation of work units; and
- (g) alteration of hours of work that involve changes of the kind specified in (a) to (f).

386 The consultation process set out in **clauses 390 to 394** will provide directly affected staff and their unions with a genuine and timely opportunity to exchange relevant information, participate in discussions, and provide feedback on change proposals and implementation arrangements, and to have their views taken into account before final decisions are made. The consultation process will be collegial, but consultation does not necessarily mean that agreement will be reached. If proposals put forward by staff or their unions cannot be agreed to, reasons will be given. For the avoidance of doubt, the obligation to provide reasons does not apply to suggestions provided by staff at the Preliminary Stage in **clause 389**.

387 The University will ensure that adequate time for consultation and for staff to give feedback is provided in each step of the process and if required staff will be given reasonable time away from their work activities to enable them to participate in the consultation process.

388 At any stage in the consultation process, staff may involve a Representative of their choice, including a Union representative.

PRELIMINARY STAGE

389 In the interest of collegiality, before any formal Draft Change Proposal is released to staff, unless there are circumstances that would prevent it from doing so (such as commercial in confidence) or unless inappropriate, the University will inform potentially affected staff that it is considering change. The University will provide the reasons behind the possible change, and details of what it hopes to achieve. The University will invite potentially affected staff to provide any information or suggestions they consider to be relevant for the development of any formal Draft Change Proposal.

CONSULTATION STAGE 1

390 Where the University develops a firm proposal to introduce change of the kind referred to in **clause 385** affecting more than one staff member, the University will prepare a Draft Change Proposal for consideration by and consultation with directly affected staff and their unions. The Draft Change Proposal will outline the nature, rationale and expected outcomes of the proposed change, and will include, where relevant:

- (a) financial information, if financial imperatives form part of the reasons for the proposed change;
- (b) anticipated financial implications of the proposed change;
- (c) organisational charts outlining the current structure and proposed structure, and where possible, draft position descriptions;
- (d) copies of any reports, or parts of reports, whether internal or external that have directly lead to the proposed change, unless such reports are commercial in confidence or legally privileged;
- (e) expected outcomes including expected advantages and disadvantages;
- (f) proposals to mitigate negative effects including training, re-training and redeployment;
- (g) ways to minimise any disadvantages to work health and safety in the workplace;
- (h) the anticipated timing of the consultation and timing of the proposed implementation of change; and

- (i) implications for staff including changes in duties, number of staff, workload and/or work environment.
- (j) Upon release of the Draft Change Proposal, the University will include the Draft Change Proposal in the Organisational Change Management report which is circulated to the Joint Consultative Committee and appears on the University Intranet.

CONSULTATION STAGE 2

391 The University will give prompt consideration to matters raised by staff and their unions and will prepare a Revised Change Proposal, which will include:

- (a) a summary of any amendments to the Draft Change Proposal;
- (b) if relevant to the change being proposed, or if altered from the Draft Change Proposal, an updated organisational chart;
- (c) if relevant to the change being proposed, or if altered from the Draft Change Proposal, position descriptions and classification levels;
- (d) all feedback on the Draft Change Proposal, with the exception of feedback that contains sensitive, confidential or personal information;
- (e) the University's response to feedback received including reasons;
- (f) if relevant, indicative mapping of positions to the new structure; and
- (g) a draft implementation plan.

392 The draft implementation plan will include:

- (a) the way in which the proposed change is implemented;
- (b) the anticipated timing of implementation; and
- (c) a mechanism for evaluating the change with affected staff to allow affected staff to have input into the evaluation of the proposed change.

393 The University will consult with directly affected staff and their unions on the Revised Change Proposal and consider their views before making a final decision in relation to the proposed change and its implementation.

394 Where the feedback on the Revised Change Proposal results in significant changes, the University will issue a further Revised Change Proposal allowing staff to provide further comments on the Revised Change Proposal.

IMPLEMENTATION

395 A Final Change Plan will then be issued setting out the University's decision and implementation plan. The Final Change Plan will also include a summary of the matters raised by staff and/or the unions and the University's response to those matters.

REVIEW

396 The University, in consultation with directly affected staff, will conduct a review of the change implemented as a result of the Final Change Plan, against its rationale and expected outcomes within 6-12 months of the Final Change Plan's release.

CHANGES AFFECTING INDIVIDUAL STAFF

397 For each proposed change of the kind referred to in **clause 385** affecting only one staff member, the University will consult the staff member concerned (and where requested, their Union or other Representative) and provide them with an opportunity to provide feedback on the proposed change and implementation arrangements before any final decision is made. The processes in **clauses 385 to 395** are not required to be applied. Matters affecting an individual staff member which are not resolved may be dealt with under **clauses 456 to 458** or **clauses 469 to 472**.

CHANGES TO ROSTERS OR HOURS OF WORK

398 Where the University proposes to change a staff member's regular roster or ordinary hours of work, the University will consult with the staff member or staff members affected and their representatives, if any, about the proposed change, in accordance with **clause 399**. The processes in **clauses 386 to 396** are not required to be applied.

399 The consultation process will include:

- (a) the provision of information about the proposed change;

- (b) the ability for staff members and their representatives to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) consideration by the University of any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.

400 **Clauses 398 to 399** should be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

401 Where the changes referred to in **clauses 398 to 399** have significant effects on staff, the University will regard **clause 385** as applicable.

PART J: REDEPLOYMENT AND REDUNDANCY

EXCLUSION OF CERTAIN CATEGORIES OF STAFF

402 **Clauses 403 to 420** do not apply to:

- (a) staff employed on a casual basis;
- (b) staff serving a period of probationary employment;
- (c) staff employed for a Fixed Term, in relation to the termination of their employment at the end of the specified term, task or project;
- (d) staff employed for a Fixed Term under a contract that provides for contingency in circumstances where the contingency is invoked or occurred;
- (e) postgraduate fellows in relation to the termination of their employment at the end of the fellowship;
- (f) Academic Fellows employed on a Fixed Term basis in relation to the termination of their employment at the end of the Fixed Term;
- (g) External Funded staff employed on a Funding Contingent Continuing basis; or
- (h) English Language Teaching staff (to whom the redundancy provisions in **Schedule 5** apply).

JOB SECURITY

403 The University has a goal of maintaining the overall size of its workforce. However, where reductions in staff occur, the University will endeavour to redeploy affected staff as far as practicable, and will utilise involuntary redundancies only as a last resort. If the University decides to reduce staff, it will first consider measures such as:

- (a) inviting expressions of interest in voluntary redundancy, including if appropriate, from staff in a cognate area;
- (b) reducing numbers by natural attrition;
- (c) offering part-time employment;
- (d) offering voluntary early retirement schemes; and/or
- (e) arranging suitable alternative employment.

VOLUNTARY EARLY RETIREMENT SCHEMES

404 The University may offer early retirement in accordance with voluntary early retirement schemes approved by the Australian Taxation Office, but reserves the right to reject an expression of interest in voluntary early retirement submitted by an individual staff member.

REDEPLOYMENT AND REDUNDANCY

Notice of redundancy

405 Where the University has determined that a staff member's position is redundant, they will be notified in writing and offered voluntary redundancy. A notice period of 12 weeks will commence on the date the written notification is dispatched by Express Post or email to the staff member (the **Notice Period**). The written notification will provide an estimate of the staff member's entitlements to notice (or payment in lieu of notice), severance pay and payments in lieu of accrued leave.

406 Staff will be entitled to up to one day's paid leave per week (pro rata) during their Notice Period and Extended Notice Period for the purposes of seeking other work, outplacement service or financial advice.

407 The Notice Period will be extended by any period of paid Parental Leave which falls within the 12 week period.

Consideration period

408 The staff member will be given a Consideration Period of four weeks from the commencement of the Notice Period and Extended Notice Period to decide whether to accept the offer of voluntary redundancy.

409 Where a staff member whose position has been made redundant does not accept an offer of voluntary redundancy, the University will seek to redeploy them to an alternative suitable position. The staff member may also seek a review of the decision

to make their position redundant under **clause 460**. If the proposal to make a staff member's position redundant is confirmed following a review, the staff member may elect to take a voluntary redundancy or continue with the redeployment process.

Accepting an offer of voluntary redundancy

- 410 Where a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the written notification or such other date as the University and the staff member may agree. If the end date is earlier than the end of the Notice Period, the staff member will be paid in lieu of the balance of the Notice Period.
- 411 On cessation of employment, the staff member will receive payment in lieu of the balance of the Notice Period under **clause 405** (if applicable) and severance pay under **clause 419**.
- 412 A staff member who agrees to an alternative employment end date later than the expiration of the Notice Period to suit the needs of the University will receive an additional payment equivalent to four weeks' Salary. A staff member's entitlement to this payment will be confirmed by the University in writing at the time of confirming the employment end date.

Redeployment

- 413 The University will endeavour to redeploy staff whose positions have been made redundant and have not accepted an offer of voluntary redundancy. A staff member must not unreasonably refuse redeployment to a position at their existing level (including a position at another location) or to undertake training.
- 414 Where a staff member who is seeking redeployment is potentially suitable for a vacant position, they will be considered in advance of other candidates. A staff member may be redeployed on a trial basis for up to six months during which time the staff member's new Supervisor will assess their performance in accordance with the P&D Program.
- 415 Where a staff member is required to transfer to a new work location, they will be entitled to relocation assistance in accordance with University policy.
- 416 A staff member who is redeployed to a position with a lower Salary rate will continue to be paid at the Salary they received immediately prior to redeployment for a period of six months or until the salary applicable to their new role matches their previous salary, whichever occurs first. Loadings and/or allowances will continue to be paid only if they are loadings and/or allowances which also apply to the position to which the staff member has been transferred.

Extended notice period

- 417 This clause will only apply to:

- (a) staff members:
 - (i) employed in positions classified at HEO levels 1 - 7 (with exceptions for highly specialised roles);
 - (ii) whose positions are declared redundant;
 - (iii) who do not accept an offer of voluntary redundancy; and
 - (iv) who are not successfully able to be redeployed through the processes set out at **clauses 413-416** of the Agreement.
- (b) Staff to whom **clause 417(a)** applies will be offered an extended notice period of nine months (inclusive of the 12 week Notice Period in **clause 405**, and the duration of any unsuccessful redeployment on a six month trial basis under **clause 414**) (the "extended notice period").
- (c) During this extended notice period, the University will continue to seek to redeploy the staff member into a suitable alternative position, and the staff member will enter a redeployment pool and undertake any work available at the reasonable direction of the University.
- (d) Staff members participating in this extended notice period who are temporarily placed into a position that is classified below the classification of their substantive position will continue to be paid the Salary applicable to the staff member immediately prior to being placed into such a position for the balance of the extended notice period.
- (e) A staff member who, during this extended notice period, refuses a suitable alternative position that has been made available to them or to undertake any work that is reasonably directed, will forthwith be given notice of cessation of employment under **clause 418** of the Agreement and will be paid the severance payments specified in **clause 419**. The provisions relating to Consideration Period, voluntary redundancy, redeployment, Notice Period, extended notice period and review of decisions in **clause 460** will not then have any application or operation in respect of the staff member.

- (f) For a staff member who has not been successfully redeployed within the extended notice period, at the expiry of the extended notice period they will be given notice (or paid in lieu of notice) and severance in accordance with **clauses 418 and 419** of the Agreement. The provisions relating to Consideration Period, voluntary redundancy, redeployment, Notice Period, extended notice period and review of decisions in **clause 460** will not then have any application or operation in respect of the staff member.
- (g) The commitment given in this clause will apply until 31 December 2019 (provided that a staff member who has commenced the written notice in **clause 405** prior to 31 December 2019 will be able to complete the process under this clause).

Involuntary redundancy

418 Subject to the operation of **clause 417**, where a staff member has not accepted an offer of voluntary redundancy and is unable to be redeployed, either at the conclusion of the Notice Period, or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy. The staff member will be given at least 5 weeks' notice of the cessation of their employment if they are not redeployed, during their Notice Period as referred to in **clause 405** and Extended Notice Period as referred to in **clause 417**, but not during the Consideration Period under **clause 408**.

SEVERANCE PAYMENTS AND RELATED CONDITIONS

419 Staff who are entitled to severance pay under **clause 410** or **418** will receive the following amounts:

- (a) For Academic Staff, severance payments are as follows:

Age	Severance payment
45 years and over	22 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary*
40 - 44 years	18 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary*
Up to 39 years	16 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary*

Note: The 82 week cap applies only to severance payments under this clause and does not include payments in lieu of notice (if any) under **clause 418**.

- (b) For Professional Staff, severance payments are as follows:

Completed years of Continuous Paid Service	If less than 45 years of age	If at least 45 years of age
Less than 2 years	4 weeks' Salary	5 weeks' Salary
2	7 weeks' Salary	8.75 weeks' Salary
3	10 weeks' Salary	12.50 weeks' Salary
4	13 weeks' Salary	16.25 weeks' Salary
5	15 weeks' Salary	18.75 weeks' Salary
6	17 weeks' Salary	21.25 weeks' Salary
7	19 weeks' Salary	23.75 weeks' Salary
8	21 weeks' Salary	26.25 weeks' Salary
9	23 weeks' Salary	28.75 weeks' Salary
10	31.25 weeks' Salary	

11	33.75 weeks' Salary
12	36.25 weeks' Salary
13	38.75 weeks' Salary
14	41.25 weeks' Salary
15	43.75 weeks' Salary
16	46.25 weeks' Salary
17	48.75 weeks' Salary
18	51.25 weeks' Salary
19	53.75 weeks' Salary
20	56.25 weeks' Salary
21	58.75 weeks' Salary
22	62.00 weeks' Salary

420 The following conditions apply to severance payments:

- (a) no severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not. This exclusion only applies to the portion of a staff member's severance pay that exceeds any NES entitlement;
- (b) years of Continuous Paid Service includes both Full-time and Part-time service;
- (c) where a staff member has been working Part-time after returning to work from Parental leave, their severance pay will be calculated on the basis of their Full-time Salary, adjusted on a pro rata basis for periods of Part-time service;
- (d) breaks in service of less than three months shall not be considered to be a break in Continuous Service;
- (e) periods of approved unpaid Parental Leave, and approved unpaid sick leave with acceptable documentation, will count as service for the purpose of calculating severance pay. Other periods of unpaid leave will not count as service for the purpose of calculating severance pay but shall not constitute a break in service;
- (f) a staff member who resigns during the Notice Period will not be entitled to any payment in lieu of the balance of the Notice Period or severance payments;
- (g) other than in exceptional circumstances approved by the University, a staff member who has accepted a voluntary redundancy or voluntary early retirement will not be engaged by the University in any capacity, either directly or indirectly (including as a consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty;
- (h) all property of the University, including intellectual property vested in the University, computer software and manuals, keys, equipment, credit cards, expense advances, plans and formulations must be returned to the University before any severance payments are made; and
- (i) for Academic staff only, Casual service will count towards Continuous Paid Service if it exceeds two consecutive semesters with a minimum of three hours per week of teaching.

PART K: MANAGING ILL HEALTH AND INJURY

Medical Examination

421 The relevant Delegate may require a staff member to undergo an examination by an independent medical practitioner (who will be nominated by the University) where:

- (a) the University considers that the staff member's ability to perform their duties may be adversely affected by illness or injury;
- (b) the University considers that the safety or welfare of the staff member and/or other staff or students may be at risk of being adversely affected by the staff member's illness or injury; or
- (c) the staff member has taken more than 20 days sick leave in the preceding 12 months.

422 Where a staff member is required to undergo a medical examination under **clause 421**:

- (a) the University will provide the staff member with a copy of the referral document sent to the medical practitioner when it is provided to the practitioner and at least five days' notice of the date of the medical examination;
- (b) the medical practitioner will be required to provide a report to the University, and the University will provide a copy of the report to the staff member or their treating medical practitioner; and
- (c) all reasonable expenses incurred in relation to the medical examination will be paid for by the University.

Termination of employment on grounds of ill health

423 The University may terminate a staff member's employment on grounds of ill health if they are unfit for duty where:

- (a) a medical practitioner's report indicates that the staff member:
 - (i) has a permanent medical condition which prevents them from performing their normal duties; or
 - (ii) will be unable to perform the inherent requirements of their role (with reasonable adjustments) within 12 months (or in the case of a Fixed Term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser); or
- (b) the staff member has been absent from duty due to illness or injury for 12 months (either continuously or for periods totalling 12 months over the previous two years) and has exhausted their paid personal leave and been absent for a further three months after doing so.

424 Where the University proposes to terminate a staff member's employment for a reason specified in **clause 423** the staff member must be given written notification of the proposed termination. The staff member will be given seven days to respond to the notification.

425 A staff member may:

- (a) elect to resign before the University terminates their employment provided that their resignation takes effect within one month of receiving the notification under **clause 424**; or
- (b) initiate their own medical retirement or seek a temporary disability pension under their superannuation scheme. In these circumstances, the University will, on receipt of evidence that an application for medical retirement or temporary disability pension has been made, refrain from taking any action that would preclude the staff member from medical retirement or disability pension benefits.

426 After considering the staff member's response (if any) the University will determine whether to terminate the staff member's employment. If the University proposes to terminate the staff member's employment, they will be given an opportunity to seek a review of the decision under **clause 460** before any final decision is made. Where a staff member requests a review, the termination process will be deferred until the review is completed.

- 427 A staff member whose employment is terminated on grounds of ill health will receive written notice in accordance with **clause 433** and separation pay in accordance with the following scale:

Period of Continuous Service	Separation pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

- 428 Where a staff member who is required to undergo a medical examination pursuant to **clause 421** fails to do so without reasonable cause, the University may terminate the staff member's employment by giving notice and providing separation pay in accordance with **clause 427**. The failure to undergo a medical examination pursuant to **clause 421** will not be treated as Misconduct, and the staff member will not be subjected to any greater penalty or loss of entitlements than would result from an adverse medical report.
- 429 If at any time following the commencement of a process under **clause 421** or **423** the affected staff member applies to their superannuation fund for a permanent disablement or temporary incapacity benefit, further action under this Part will be suspended until the superannuation application is determined. Where a temporary incapacity benefit is granted, further action under this **Part K** will be suspended for the period during which the benefit is paid.
- 430 Nothing in this **Part K** precludes the University from taking any action it considers necessary to meet its obligations under applicable health and safety legislation.

PART L: CESSATION OF EMPLOYMENT - ACADEMIC AND PROFESSIONAL STAFF

APPLICATION OF THIS PART

- 431 This **Part L** does not apply to the termination of employment during or at the end of a probation or confirmation period or termination on redundancy grounds which are provided for in **Parts C** and **J** respectively, or to English Language Teaching staff to whom **Schedule 5** apply. Nor does this **Part L** apply to Casual staff.

RESIGNATION OR RETIREMENT

- 432 A staff member may resign or retire from the University by giving the amount of written notice specified below or such greater period of notice as may be specified in the staff member's contract of employment. The University will consent to a shorter period where the staff member can provide a valid reason for requiring a shorter notice period.

	Notice Period
Academic staff	26 weeks
Professional staff HEO Level 1 to 5	2 weeks
Professional staff HEO Level 6 and above	4 weeks

TERMINATION BY THE UNIVERSITY

- 433 Except as provided for in **clause 434**, the University may terminate the employment of a member of Academic or Professional staff by giving the following period of written notice:

Period of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

**Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.*

Note: Notice requirements for English Language Teaching Staff are set out in **Schedule 5**.

- 434 A staff member's employment may be terminated by the University at any time without notice if the staff member engages in Serious Misconduct, subject to a right of review under **clause 460**.

PAYMENT IN LIEU OF NOTICE

- 435 The University may substitute payment in lieu of all or any part of any period of notice of termination or direct the staff member to not attend for duty. Payments in lieu of notice will be calculated at the staff member's Salary as at the date of cessation of employment.

PART M: HEALTH, SAFETY AND PERSONAL PROPERTY

CLOTHING AND SAFETY EQUIPMENT

- 436 Staff may be required to wear uniforms or protective clothing, which will be supplied by the University. The uniform or protective clothing will either be maintained, laundered, dry cleaned and/or replaced by the University; or an appropriate allowance may be paid to enable the staff member to maintain, launder, dry clean and/or replace the uniform or protective clothing.
- 437 Where staff are required under relevant legislation to wear safety equipment, the University will either supply the equipment or reimburse the staff member for the costs of the equipment.
- 438 Any special clothing or equipment provided by the University remains its property and must be returned by the staff member either when they move to another position (where the clothing and/or equipment is not required) or leave the University.

HAZARDOUS SUBSTANCES/SITUATIONS

- 439 Where in the course of their normal duties staff come in contact with infectious or contagious material, including infected animals, and/or toxic, radioactive or other hazardous substances as may be listed by the University in its guidelines on Dealing with Hazardous Substances, either:
- (a) The University may arrange for staff to undergo regular medical assessments (at the University's cost) and a copy of these assessments will be given to the staff member; and/or
 - (b) The staff member may apply to the University to undergo regular medical assessments by the doctor of their choice; the University will reimburse the costs of the assessments provided that the University receives a copy of the assessment report, and that the University will determine any limitations in relation to the cost and frequency of the examinations and assessments.
- 440 Where a staff member's duties require them to be involved in the handling and preparation of radioactive materials, the staff member will require authorisation under the *Radiation Control Act 1990* and *Radiation Control Regulation 2013* (NSW), and the University will reimburse the staff member with the cost of the authorisation licence.
- 441 Staff who in the course of their normal duties may (or are likely to) come into contact with Tetanus, Q Fever, Hepatitis, Tuberculosis or other disease, will be required by the University to obtain appropriate immunisation. The cost of vaccinations, including those required on a regular basis, will be met by the University.

DAMAGE TO PERSONAL PROPERTY

- 442 The University will compensate staff whose personal property* is damaged during the course of their employment under the following circumstances:
- (a) Due to negligence by the University, or by another staff member in the course of their duties; or
 - (b) Due to a defect in equipment or materials supplied by the University; or
 - (c) Where the staff member has protected, or tried to protect, the University's property from being lost or damaged.
- 443 Where a staff member's personal property* is damaged or destroyed by fire or molten metal or through the use of corrosive substances, the University will compensate the staff member to the extent of the damage sustained.
- *Note: In clauses 442 and 443, Personal property means clothing, spectacles, contact lenses, hearing aids or tools of trade which are ordinarily required for the staff member to perform their normal duties.*
- 444 **Clauses 442 and 443** do not apply when a staff member is entitled to receive compensation under the *NSW Workers' Compensation Act 1987* (NSW) for such damage.

PART N: CONSULTATION, DISPUTE RESOLUTION AND UNION REPRESENTATION

JOINT CONSULTATIVE COMMITTEE

445 A Joint Consultative Committee will be convened to provide a forum for consultation between the University and the Unions on matters pertaining to the employment of staff including the matters listed in **clause 447**. In addition to the matters relevant to all staff, the Joint Consultative Committee will address issues specifically relevant to Academic and Professional staff. A separate consultative committee will be convened under **Schedule 5** to address CET specific issues.

446 The Joint Consultative Committee will comprise:

- (a) two staff representatives nominated by the CPSU NSW;
- (b) three staff representatives nominated by the NTEU; and
- (c) five management representatives.

***Note:** University advisers and an official of each Union may also attend meetings of the Joint Consultative Committee.*

447 The University will provide reports to the Joint Consultative Committee on:

- (a) the implementation of the Aboriginal and Torres Strait Islander Employment Strategy;
- (b) the University's strategic direction, including discussions, other than confidential discussions, on this issue held at Senate, the Academic Board and the University Executive;
- (c) the University's budget, including any significant changes to the budget following its submission to the Finance Committee;
- (d) the total number of Academic Fellowships and the breakdown of numbers by faculties and units, the number of Academic Fellowship positions established in the previous 12 months and the faculties or units in which they were established;
- (e) overtime and leave balances;
- (f) the numbers and work units of advertised education focused academic roles;
- (g) expenditure under the Professional Staff Development Fund and the operation of the Professional Staff Secondment and Exchange Scheme including the relevant details of expressions of interest and results;
- (h) gender equity statistics including average salary information (including base salary, loadings and allowances) for staff at each classification level;
- (i) initiatives in relation to addressing pay equity issues;
- (j) environmental issues, including reports proposed by or for the Emissions Reduction Working Group;
- (k) the number of Full-time equivalent staff employed on a casual basis and the total number of Casual staff employed as at 31 March each year;
- (l) progress towards the provision of a staff card, email address and library access for Casual Academic staff for a minimum of 12 months from commencement of their engagement;
- (m) steps taken under the University academic promotions system to ensure education focused staff and research focused staff have equitable access to promotion opportunities;
- (n) the number of positions advertised simultaneously as per clause 375(b); and
- (o) the cost of severance payments paid under **clause 419**.

448 Issues to be examined by the Joint Consultative Committee will include:

- (a) arrangements for staff to access affordable childcare;
- (b) matters referred to it by the Local Joint Consultative Committees;
- (c) other significant workplace matters raised by the NTEU, CPSU or the University;

- (d) examine specific change management proposals where requested by a Union; and
- (e) compliance with the provisions of this Agreement in relation to the establishment of Review Committees, and for this purpose one staff representative will be appointed by and from the Union-nominated members of the Joint Consultative Committee to arrange Review Committee appointments as required.

449 The University will provide secretariat support, and distribute the agenda and record minutes of meetings. Agenda items and supporting papers should be tabled through the secretariat at least four days before each meeting. The Joint Consultative Committee will convene at least quarterly and may meet more frequently if required at the request of a Union or the University.

LOCAL JOINT CONSULTATIVE COMMITTEES

450 Local Joint Consultative Committees will be established in Faculties, University Schools and other organisational units if requested by the NTEU or CPSU NSW and agreed to by the University. Such agreement will not be unreasonably withheld.

451 The structure and terms of reference of the Local Joint Consultative Committees will be established through consultation between local area management and the Unions.

452 Issues to be discussed by the Local Joint Consultative Committees will include:

- (a) Professional staff workloads;
- (b) flexible working hours;
- (c) change processes, including reviews and evaluation of changes;
- (d) updates on policy and procedures; and
- (e) local workplace issues as raised by the NTEU, CPSU NSW or the University.

453 Any dispute in respect of the Local Joint Consultative Committees provisions in **clauses 450 to 452** may be referred to the relevant Dean, Head of School and Dean or Head of Administrative or equivalent budget unit, or their Supervisor if appropriate.

ENVIRONMENTAL SUSTAINABILITY

454 The Parties agree that the long term sustainability of conditions for University employment and staff job security depends on the restriction of carbon emissions, reductions in energy and water consumption and the development of environmentally sustainable work practices within the University. To facilitate discussion and the development of initiatives to promote environmental sustainability:

- (a) staff and their Unions will be kept regularly informed about the University's carbon emissions, water and energy consumption levels, and any other environmental sustainability initiatives, through the Joint Consultative Committee;
- (b) the Joint Consultative Committee will be informed in a timely manner about any proposal or change in work practices or the built work environment intended to restrict carbon emissions, or reduce energy or water consumption. Such changes should not disadvantage staff in their employment or increase health and safety risks for staff; and
- (c) Staff Representatives on the Joint Consultative Committee will appoint two Union members who will sit on the Emissions Reduction Working Group.

REVIEW OF ACTIONS AND DECISIONS AND DISPUTE SETTLING PROCEDURE

Local resolution

455 Where concerns arise over actions (or failure to act) relating to decisions affecting the employment of a staff member covered by the Agreement, the staff member concerned, and where they choose, a representative of their Union, should discuss the matter with the staff member's Supervisor. Where the matter concerns the conduct of a staff member's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the staff member may instead seek to discuss the matter with their Supervisor's Supervisor.

Review by Delegated Officer (Staffing)

456 Where attempts to resolve the matter at the local level under **clause 455** have not been successful, the staff member may request a review of the decision or action by applying to the Delegated Officer (Staffing). The Delegated Officer (Staffing) will take one or more of the following actions:

- (a) appoint an Investigator to enquire into the matter and report to the Delegated Officer (Staffing) on such matters as the Delegated Officer (Staffing) may direct;
 - (b) review the matter and make recommendations to the relevant Supervisor in relation to the matter;
 - (c) appoint a Review Committee to examine the matter and report to the Delegated Officer (Staffing);
 - (d) appoint a mediator to assist the parties to the dispute to resolve the matter; or
 - (e) decline to take any further action in relation to the matter.
- 457 The Delegated Officer (Staffing) will inform affected parties of the action to be taken within ten working days of referral of the matter, and such action will be completed within a further 20 working days or such other period as the Delegated Officer (Staffing) considers necessary having regard to the nature of the matter.
- 458 The right to request a review under **clause 456** does not apply to any action or decision relating to:
- (a) academic promotion;
 - (b) applications to participate in the Special Studies Program for Academic staff; or
 - (c) any other matter in relation to which an alternative review or appeal procedure is provided in this Agreement or any University policy.

Review Committees

- 459 Within four weeks of the commencement of this Agreement, the parties will establish a list of nominees to form an external panel of Chairs for Review Committees. The list of nominees will be submitted to the Joint Consultative Committee for approval, and in the event that any nominee is not approved, the party whose nominee was not approved will submit alternate nominees for approval. For the purposes of this clause, "approval" of the panel means agreement by 75% of the members of the Joint Consultative Committee. Chairs must be external to the University and have relevant experience, be independent and command the confidence of management and staff. The Vice-Chancellor will be responsible for selecting a Chair from the external panel, having regard to the requirements of this clause and the matter to be reviewed. If it is necessary to convene a Review Committee at any time before an approved external panel is established, or if no suitable external panel member is available to chair a particular Review Committee, the Vice-Chancellor will appoint a Chair to ensure that a Review Committee is convened in a timely manner in accordance with this Agreement.
- 460 A staff member may request a review of a proposed decision under **clause 384(e)** (suspension without pay), **clause 384(d)(ii)** (withholding of incremental progression or reduction in pay) or to terminate their employment under **clause 383** (unsatisfactory performance), **clause 384(d)(iii)** (Misconduct or Serious Misconduct) or **clause 423** (medical grounds) or a proposal to make their position redundant under **clause 405**. A request for a review of a proposed termination must be made within five working days of receipt of notification of the proposed decision, and a request for a review of a proposed decision under **clause 405** (redundancy) must be made by the end of the consideration period specified in **clause 408**.
- 461 The University will convene a Review Committee within 10 working days of receipt of a request.
- 462 A Review Committee convened to review a proposed decision under **clauses 383** (unsatisfactory performance), **384(d)(ii)** or **(iii)** (Misconduct or Serious Misconduct) or **405** (redundancy) will be comprised as follows:
- (a) a Chair appointed by the Vice-Chancellor from a panel of external Chairs agreed by the Joint Consultative Committee;
 - (b) a management nominee appointed by the Vice-Chancellor; and
 - (c) a staff nominee nominated by the designated Staff Representative of the Joint Consultative Committee.
- 463 A Review Committee convened to review a proposed decision under **clause 423** (medical grounds) will be comprised as follows:
- (a) a Chair appointed by the Vice-Chancellor from a panel of medical practitioners agreed by the Joint Consultative Committee;
 - (b) one medical practitioner nominated by the Delegated Officer (Staffing); and
 - (c) one medical practitioner nominated by the affected staff member or their Representative.

464 The role of each Review Committee is to make a recommendation to the relevant Delegate in relation to the proposed course of action under review, having regard to the matters specified in **clause 465**. If the Review Committee does not endorse the relevant Delegate's proposed course of action, the Review Committee's report will be submitted to a more senior Delegate for determination, except where the Delegate who first determined the matter was the Vice-Chancellor. The Delegate (or where applicable, the more Senior Delegate), must consider but is not obliged to accept the Review Committee's recommendation. Where the Review Committee's recommendation is not accepted, written reasons will be given.

465 The matters to be considered by Review Committees are as follows:

- (a) In matters under **clause 383** (unsatisfactory performance):
 - (i) whether the procedures that were followed afforded the staff member the procedural fairness provided for in **clause 381**, and if not, whether the outcome was affected by any procedural defect that may have occurred; and
- (b) whether the proposed termination is reasonable in the circumstances.
- (c) In matters under clause 384(d)(ii) and (iii) (Misconduct or Serious Misconduct):
 - (i) whether any Misconduct or Serious Misconduct occurred, and any factors in mitigation;
- (d) whether the procedures that were followed afforded the staff member the procedural fairness afforded by **clauses 384(c) and (d)**, and if not, whether the outcome was affected by any procedural defect that may have occurred; and
- (e) whether the proposed termination is reasonable in the circumstances.
- (f) In matters under clause 384(e) (suspension without pay):
 - (i) whether the criteria in clause 384(f) have been satisfied; and
- (g) the staff member's personal circumstances and any hardship resulting from the suspension.
- (h) In matters under clause 405 (redundancy):
 - (i) whether the staff member's position was genuinely redundant;
 - (ii) whether fair and objective criteria were used to select the staff member for redundancy;
 - (iii) whether the consultation requirements in **clauses 390 to 395**, or if applicable, **clause 397** were followed, and, if not, whether any unfairness resulted from a failure to follow those requirements; and
 - (iv) whether adequate consideration was given to measures to avert or mitigate the adverse effects of redundancy, and if not, whether there were alternative measures available.
- (i) In matters under **clause 423** (termination on medical grounds), whether the staff member is unfit for duty as defined in that clause.

466 Each Review Committee will determine its own procedures, but in doing so:

- (a) will provide the staff member (or their Representative) and the relevant Delegated Officer's representative with a reasonable opportunity to make submissions, present and challenge evidence in relation to the matter before the Review Committee;
- (b) may conduct interviews with the staff member and other persons, and examine documents as it thinks fit;
- (c) in respect of matters under **clause 384(d)(iii)** (termination for Serious Misconduct) may treat evidence given to an Investigator, and the report of the Investigator insofar as it constitutes direct report of the facts, as evidence;
- (d) will ensure that the staff member (or their Representative) and the relevant Delegated Officer's representative have a reasonable opportunity to see and/or hear all evidence to be considered by the Review Committee and to ask questions of any persons interviewed by the Review Committee; and
- (e) make its report available to the relevant Delegate within 10 working days of being convened or such longer period as may be approved by the Delegated Officer (Staffing).

- 467 The staff member and the relevant Delegate may be represented before the Review Committee by a person of their choice, provided that such Representative may not be a currently practising legal practitioner in private practice.
- 468 The University will provide a copy of the Review Committee's report to the staff member or their Representative.

DISPUTE SETTLING PROCEDURES

- 469 It is agreed that all staff and the University have an interest in the proper application of the Agreement. The following procedures apply to any dispute about the application or operation of this Agreement or the National Employment Standards:
- (a) in the first instance the affected staff member, and where they choose, their Representative, should discuss the matter with the staff member's Supervisor. A Union may also initiate this procedure by raising a dispute with the University in writing;
 - (b) where the dispute is not resolved under **clause 469(a)** the affected staff member or their Representative may request a discussion with a more senior level of management. If no such request is made within five working days of the discussions under **clause 469(a)** the matter will be deemed to have been resolved, unless the parties agree to extend the time for discussions. Where a meeting is requested, it will be convened within five working days of the request or at such later time as the parties may agree;
 - (c) if the dispute remains unresolved, either party may refer the matter to the Fair Work Commission. If no party refers the matter to the Fair Work Commission within ten working days of the discussions under **clause 469(b)**, the matter will be deemed to have been resolved, unless the parties agree to extend the time for discussions; and
 - (d) the Fair Work Commission may resolve the dispute by conciliation, and if conciliation is not successful, by arbitration. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of the Fair Work Commission, subject to any right of appeal under the *Fair Work Act 2009*.
- 470 Except where a genuine safety issue is involved, staff will continue to work in accordance with their contracts of employment while the procedures outlined in **clause 469** are being applied, and during this time:
- (a) the University will not change anything which is the subject of the dispute;
 - (b) the parties to a dispute must not take any industrial action or any action to make the dispute worse.
- However, nothing in this **clause 470** prevents the termination of a staff member's employment during or at the end of a probation or confirmation period or on grounds of unsatisfactory performance, Serious Misconduct, redundancy or ill health or the cessation of a Fixed Term contract.
- 471 Where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.
- 472 Any error in classification, category of employment, pay rate or entitlement under this Agreement will be remedied as soon as possible after it is identified.

Part O: Miscellaneous

UNION RESOURCES AND ACCESS

473 The University will provide each Union with:

- (a) office space on the Camperdown/Darlington campus;
- (b) access to a University notice board for posting authorised notices;
- (c) access to the University's telephone system;
- (d) a University email account; and
- (e) arrangements through which their members may authorise the deduction of their union membership dues from their salaries for on-forwarding to the Union.

474 The University will provide sufficient funding to each Union Branch President's work unit to cover 50% of the Branch President's University salary to enable them to be released to undertake Union work relating to the University and for the work unit to provide replacement staff. Staff members who have been appointed by a Union to be a Union representative will be given reasonable time off during working hours for the conduct of essential Union affairs.

UNION MEETINGS

475 Each Union may, with the prior approval of the University, hold meetings of members on the premises of the University at times and locations agreed between the relevant Union and the University, subject to the requirement that in any case in which a meeting is to be held, the Union will give the University adequate notice of their intention to hold the meeting and the meeting must not be held during working hours (see Part 3-4 of the *Fair Work Act 2009 Cth*).

476 Subject to the convenience of the University, staff members may vary their meal breaks to allow them to attend a Union meeting, provided that they make up any time lost on the day of the meeting, or by mutual agreement with their Supervisor, on another day.

477 Each Union will be informed of all formal induction sessions for new staff and will be permitted to distribute Union information at those sessions. The University's HR Service Centre will display information about Union membership and payroll deductions of Union dues, and supply staff with relevant forms provided by each Union.

INDUSTRIAL RELATIONS TRAINING

478 Leave of absence on full pay for up to six working days in any one calendar year may be granted to a staff member who is a member of a Union for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.

ACCESS TO A STAFF CARD, EMAIL AND THE LIBRARY FOR CASUAL ACADEMIC STAFF

479 During the first 12 months of the Agreement the University will implement the provision of a staff card, email address and library access for Casual Academic staff who are employed for more than one semester for a minimum 12 months period. The progress of this implementation will be reported on at the Joint Consultative Committee meeting as set out in **clause 447(l)**. Staff whose employment is terminated due to misconduct will not be provided with access post their termination with the University. The University has ultimate discretion over when to terminate access of any Casual staff member to buildings, email and the library.

SCHEDULE 1: SALARIES, LOADINGS AND CASUAL RATES OF PAY

ACADEMIC STAFF – ANNUAL RATES

LEVEL/DATE OF INCREASE	Mar-17	Jul-18	Jul-18	Jul-19	Jul-20	Jul-21
		\$500	2.10%	2.10%	2.10%	2.10%
ASSOCIATE LECTURER (LEVEL A)						
1	\$71,410	\$71,910	\$73,420	\$74,962	\$76,536	\$78,143
2	\$75,486	\$75,986	\$77,582	\$79,211	\$80,874	\$82,573
3	\$79,561	\$80,061	\$81,742	\$83,459	\$85,212	\$87,001
4	\$83,647	\$84,147	\$85,914	\$87,718	\$89,560	\$91,441
5	\$86,965	\$87,465	\$89,302	\$91,177	\$93,092	\$95,047
6^	\$90,276	\$90,776	\$92,682	\$94,629	\$96,616	\$98,645
7	\$93,591	-	\$95,556	\$97,563	\$99,612	\$101,704
8	\$96,905	-	\$98,940	\$101,018	\$103,139	\$105,305
LECTURER (LEVEL B)						
1	\$102,013	-	\$104,155	\$106,343	\$108,576	\$110,856
2	\$105,836	-	\$108,059	\$110,328	\$112,645	\$115,010
3	\$109,664	-	\$111,967	\$114,318	\$116,719	\$119,170
4	\$113,491	-	\$115,874	\$118,308	\$120,792	\$123,329
5	\$117,309	-	\$119,772	\$122,288	\$124,856	\$127,478
6	\$121,138	-	\$123,682	\$126,279	\$128,931	\$131,639
SENIOR LECTURER (LEVEL C)						
1	\$124,961	-	\$127,585	\$130,264	\$133,000	\$135,793
2	\$128,787	-	\$131,492	\$134,253	\$137,072	\$139,951
3	\$132,608	-	\$135,393	\$138,236	\$141,139	\$144,103
4	\$136,437	-	\$139,302	\$142,228	\$145,214	\$148,264
5	\$140,257	-	\$143,202	\$146,210	\$149,280	\$152,415
6	\$144,089	-	\$147,115	\$150,204	\$153,359	\$156,579
ASSOCIATE PROFESSOR (LEVEL D)						
1	\$150,462	-	\$153,622	\$156,848	\$160,142	\$163,505
2	\$155,563	-	\$158,830	\$162,165	\$165,571	\$169,048
3	\$160,663	-	\$164,037	\$167,482	\$170,999	\$174,590
4	\$165,759	-	\$169,240	\$172,794	\$176,423	\$180,128
PROFESSOR (LEVEL E)						
	\$193,816	-	\$197,886	\$202,042	\$206,285	\$210,617

* Step 6 of Level A is the minimum appointment level for staff who hold a relevant doctoral qualification, and/or for staff performing subject co-ordination duties.

ACADEMIC STAFF – ANNUAL LOADINGS

LOADINGS	Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
		2.10%	2.10%	2.10%	2.10%
Full Clinical	\$33,551	\$34,256	\$34,975	\$35,709	\$36,459
Para-Clinical	\$22,398	\$22,868	\$23,349	\$23,839	\$24,340
Pre-Clinical and Dental Clinical	\$16,796	\$17,149	\$17,509	\$17,877	\$18,252
Professorial Merit	\$26,267	\$26,819	\$27,382	\$27,957	\$28,544

ACADEMIC STAFF – CASUAL RATES OF PAY

Note: ^ denotes Higher rates to be paid to Casual staff performing full subject co-ordination duties and/or holding a relevant PhD.

1 Lecturing

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Paycode		2.10%	2.10%	2.10%	2.10%
Distinguished Visiting scholar	P01	\$339.24	\$346.36	\$353.64	\$361.06	\$368.65
Significant responsibility	P02	\$271.40	\$277.10	\$282.92	\$288.86	\$294.93
Developed lecture	P02	\$271.40	\$277.10	\$282.92	\$288.86	\$294.93
Standard lecture	P03	\$203.55	\$207.82	\$212.19	\$216.64	\$221.19
Repeat lecture	P04	\$135.71	\$138.56	\$141.47	\$144.44	\$147.47

Distinguished Visiting Scholar Rate: Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and for specialised lectures. This rate includes one hour of delivery and up to four hours' associated working time.

Significant Responsibility Rate: Paid where the lecturer assumes significant responsibility for planning and developing a course unit (or subject) or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise. This rate includes one hour of delivery and up to three hours' associated working time.

Developed Lecture Rate: Paid where staff member has responsibility for coordination of a course unit. This rate for one hour of delivery and up to three hours' associated working time.

Standard lecture Rate: Paid as the standard rate for lectures, and includes 1 hour of delivery and up to 2 hours associated working time.

Repeat lecture: Paid for a lecture covering the same subject matter as a lecture given within seven days to another group of students, and includes one hour's delivery and up to one hour's associated working time.

1 Tutoring

		Mar-17	Jul-18	Jul-18	Jul-19	Jul-20	Jul-21
	Paycode		\$500	2.10%	2.10%	2.10%	2.10%
Tutorial rate	TU2	\$145.18	\$146.13	\$149.20	\$152.33	\$155.53	\$158.79
	TU1	\$173.63^	\$174.57^	\$178.24^	\$181.98^	\$185.80^	\$189.70^
Repeat tutorial rate	TU4	\$96.80	\$97.42	\$99.46	\$101.55	\$103.69	\$105.86
	TU3	\$115.81^	\$116.38^	\$118.82^	\$121.32^	\$123.87^	\$126.47^

Tutorial Rate: Paid for one hour of tutorial time (or equivalent delivery through other than face-to-face teaching mode) and up to two hours of associated working time, including activities such as preparation, contemporaneous marking and student consultation.

Repeat Tutorial Rate: Paid for one hour of tutorial time (or equivalent delivery through other than face to face teaching mode) and up to one hour's associated working time, including activities such as preparation, contemporaneous marking and student consultation.

2 Other required academic activity (including demonstrations)

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Paycode		2.10%	2.10%	2.10%	2.10%
Without PhD	A02/DE2	\$48.43	\$49.45	\$50.49	\$51.55	\$52.63
With PhD	A01/DE1	\$57.90^	\$59.12^	\$60.36^	\$61.62^	\$62.92^

Hourly rate for demonstrations (including repeat demonstrations); practical classes; workshops; student field excursions; clinical sessions other than clinical nurse education; the conduct of performance and visual art studio sessions; development of teaching and subject material e.g. preparation of subject guides and reading lists and basic activities associated with subject coordination; consultation with students; supervision; attendance at departmental and/or faculty meetings as required by the staff member's Supervisor; attendance at lectures and other teaching activities as required by the staff member's Supervisor; preparation or marking associated with demonstrations, but performed outside the demonstration period.

This rate also applies to the 4 hour payment available to eligible casual Academic staff members under **clause 57**.

3 Marking

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Paycode		2.10%	2.10%	2.10%	2.10%
Supervising Examiner	M03	\$67.88	\$69.31	\$70.76	\$72.25	\$73.76
Routine (standard) Marking	M05	\$48.43	\$49.45	\$50.49	\$51.55	\$52.63
	M04	\$57.90^	\$59.12^	\$60.36^	\$61.62^	\$62.92^

Casual staff performing marking that is not contemporaneous with a lecture, tutorial or other teaching session will be paid an hourly rate for this marking work.

Contemporaneous means marking that is performed during a lecture or tutorial or other teaching session or marking work that could have reasonably been performed during the session. It does not mean bulk marking work or marking of exam papers after an examination. This form of work is to be paid at the hourly marking rate.

Supervising Examiner: Rate paid per hour for marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status.

Routine (Standard) Marking: Rate paid per hour for routine marking, including multiple choice marking.

4 Musical accompanying

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Paycode		2.10%	2.10%	2.10%	2.10%
Musical Accompanying (1)	PR6	\$96.81	\$98.84	\$100.92	\$103.04	\$105.20
	PR7	\$115.81^	\$118.24^	\$120.73^	\$123.26^	\$125.85^
One to One Teaching	PRA	\$132.37	\$135.15	\$137.99	\$140.89	\$143.84
Recital Exams and Auditions	PRD	\$134.77	\$137.60	\$140.49	\$143.44	\$146.45
	PRB	\$112.31	\$114.67	\$117.08	\$119.54	\$122.05
Musical Accompanying (2)	PR8	\$48.44	\$49.45	\$50.49	\$51.55	\$52.63
	PR9	\$57.91^	\$59.12^	\$60.36^	\$61.62^	\$62.92^

Musical Accompanying (1): Applies to musical accompanying with special educational service, i.e. provision of musical accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing. This rate includes one hour of delivery and up to one hour of preparation.

One to One Teaching: Rate paid per hour for one to one teaching at the Conservatorium of Music.

Recital Examination and Auditions Rate paid per hour of delivery. Rate A is paid for the first hour and Rate B is paid per hour thereafter. **Musical Accompanying (2):** applies to musical accompanying, repetiteurship, musical coaching other than with special educational service. This rate is paid per hour of delivery.

5 Clinical Nurse Educator

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Pay code		2.10%	2.10%	2.10%	2.10%
Clinical Nurse Educator 1	CM3	\$96.81	\$98.84	\$100.92	\$103.04	\$105.20
	CM2	\$115.81^	\$118.24^	\$120.72^	\$123.26^	\$125.85^
Clinical Nurse Educator 2	CM5	\$72.59	\$74.11	\$75.67	\$77.26	\$78.88
	CM4	\$86.85^	\$88.67^	\$90.54^	\$92.44^	\$94.38^
Clinical Nurse Educator 3	CN1	\$60.49	\$61.76	\$63.06	\$64.38	\$65.73
	CN2	\$72.38^	\$73.90^	\$75.45^	\$77.04^	\$78.65^

Clinical Nurse Educator 1: rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties such as preparation, reasonably contemporaneous marking and student consultation. This rate includes one hour's delivery time and one hour's associated work time.

Clinical Nurse Educator 2: rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties where limited preparation time is required. This rate includes one hour's delivery time and 0.5 hour's associated work time.

Clinical Nurse Educator 3: rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties where minimal preparation time is required. This rate includes one hour's delivery time and 0.25 hour's associated work time.

6 Clinical Educator

		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
	Pay code		2.10%	2.10%	2.10%	2.10%
Clinical Educator 1A	CM6	\$72.18	\$73.70	\$75.24	\$76.82	\$78.44
Clinical Educator 1B	CM7	\$66.21	\$67.60	\$69.02	\$70.47	\$71.95
Clinical Educator 2A	CM8	\$60.15	\$61.41	\$62.70	\$64.02	\$65.36
Clinical Educator 2B	CM9	\$55.41	\$56.57	\$57.76	\$58.97	\$60.21

Clinical Educator 1A and 1B: rate paid per hour where an average of three hours is spent on non-contact duties (including liaison with specific health agencies, examination of student patient care plans, student evaluation and counselling and individual preparation for contact periods) per session. Rate 1A applies to staff with requisite experience and Rate 1B applies to staff without experience.

Clinical Educator 2A and 2B: rate paid per hour where non-contact duties (as defined above) per session are less time consuming than non-contact duties applicable to Clinical Educator 1A and 1B. Rate 2A applies to staff with requisite experience and Rate 2B applies to staff without experience.

PROFESSIONAL STAFF – ANNUAL RATES - 35 HOUR WEEK

Grade/Step						
	Mar-17	Jul-18 \$500	Jul-18 2.10%	Jul-19 2.10%	Jul-20 2.10%	Jul-21 2.10%
HEO 1 Step 1	\$51,455	\$51,955	\$53,046	\$54,160	\$55,297	\$56,459
HEO 1 Step 2	\$52,528	\$53,028	\$54,142	\$55,279	\$56,439	\$57,625
HEO 1 Step 3	\$53,609	\$54,109	\$55,245	\$56,405	\$57,590	\$58,799
HEO 2 Step 1	\$55,220	\$55,720	\$56,890	\$58,085	\$59,305	\$60,550
HEO 2 Step 2	\$56,836	\$57,336	\$58,540	\$59,769	\$61,025	\$62,306
HEO 3 Step 1	\$57,910	\$58,410	\$59,637	\$60,889	\$62,168	\$63,473
HEO 3 Step 2	\$59,514	\$60,014	\$61,274	\$62,561	\$63,875	\$65,216
HEO 3 Step 3	\$61,129	\$61,629	\$62,923	\$64,245	\$65,594	\$66,971
HEO 3 Step 4	\$62,749	\$63,249	\$64,577	\$65,933	\$67,318	\$68,732
HEO 3 Step 5	\$64,360	\$64,860	\$66,222	\$67,613	\$69,033	\$70,482
HEO 4 Step 1	\$65,972	\$66,472	\$67,868	\$69,293	\$70,748	\$72,234
HEO 4 Step 2	\$67,587	\$68,087	\$69,517	\$70,977	\$72,467	\$73,989
HEO 4 Step 3	\$69,735	\$70,235	\$71,710	\$73,216	\$74,753	\$76,323
HEO 5 Step 1	\$71,349	\$71,849	\$73,358	\$74,898	\$76,471	\$78,077
HEO 5 Step 2	\$73,499	\$73,999	\$75,553	\$77,140	\$78,760	\$80,413
HEO 5 Step 3	\$75,643	\$76,143	\$77,742	\$79,375	\$81,041	\$82,743
HEO 5 Step 4	\$77,799	\$78,299	\$79,943	\$81,622	\$83,336	\$85,086
HEO 5 Step 5	\$79,947	\$80,447	\$82,136	\$83,861	\$85,622	\$87,420
HEO 6 Step 1	\$82,099	\$82,599	\$84,334	\$86,105	\$87,913	\$89,759
HEO 6 Step 2	\$84,246	\$84,746	\$86,526	\$88,343	\$90,198	\$92,092
HEO 6 Step 3	\$86,398	\$86,898	\$88,723	\$90,586	\$92,488	\$94,431
HEO 6 Step 4	\$88,545	\$89,045	\$90,915	\$92,824	\$94,773	\$96,764
HEO 7 Step 1	\$90,160	-	\$92,053	\$93,986	\$95,960	\$97,975
HEO 7 Step 2	\$92,848	-	\$94,798	\$96,789	\$98,821	\$100,896
HEO 7 Step 3	\$95,540	-	\$97,546	\$99,595	\$101,686	\$103,822
HEO 7 Step 4	\$98,224	-	\$100,287	\$102,393	\$104,543	\$106,738
HEO 8 Step 1	\$100,915	-	\$103,034	\$105,198	\$107,407	\$109,663
HEO 8 Step 2	\$104,134	-	\$106,321	\$108,554	\$110,833	\$113,161
HEO 8 Step 3	\$107,364	-	\$109,619	\$111,921	\$114,271	\$116,671
HEO 8 Step 4	\$110,586	-	\$112,908	\$115,279	\$117,700	\$120,172
HEO 8 Step 5	\$113,809	-	\$116,199	\$118,639	\$121,131	\$123,674

HEO 9 Step 1	\$117,031	-	\$119,489	\$121,998	\$124,560	\$127,176
HEO 9 Step 2	\$120,262	-	\$122,788	\$125,366	\$127,999	\$130,687
HEO 9 Step 3	\$123,486	-	\$126,079	\$128,727	\$131,430	\$134,190
HEO 10	\$125,100	-	\$127,727	\$130,409	\$133,148	\$135,944

PROFESSIONAL STAFF – ANNUAL RATES – 38 HOUR WEEK

Grade/Step	Mar-17	Jul-18	Jul-18	Jul-19	Jul-20	Jul-21
		\$543	2.10%	2.10%	2.10%	2.10%
HEO 1 Step 1	\$55,866	\$56,409	\$57,593	\$58,803	\$60,038	\$61,299
HEO 1 Step 2	\$57,031	\$57,574	\$58,783	\$60,017	\$61,278	\$62,565
HEO 1 Step 3	\$58,204	\$58,747	\$59,981	\$61,240	\$62,526	\$63,839
HEO 2 Step 1	\$59,956	\$60,499	\$61,769	\$63,066	\$64,391	\$65,743
HEO 2 Step 2	\$61,706	\$62,249	\$63,556	\$64,891	\$66,253	\$67,645
HEO 3 Step 1	\$62,872	\$63,415	\$64,747	\$66,106	\$67,494	\$68,912
HEO 3 Step 2	\$64,616	\$65,159	\$66,527	\$67,924	\$69,351	\$70,807
HEO 3 Step 3	\$66,369	\$66,912	\$68,317	\$69,752	\$71,216	\$72,712
HEO 3 Step 4	\$68,128	\$68,671	\$70,113	\$71,585	\$73,089	\$74,623
HEO 3 Step 5	\$69,876	\$70,419	\$71,898	\$73,408	\$74,949	\$76,523
HEO 4 Step 1	\$71,626	\$72,169	\$73,684	\$75,232	\$76,812	\$78,425
HEO 4 Step 2	\$73,380	\$73,923	\$75,475	\$77,060	\$78,678	\$80,331
HEO 4 Step 3	\$75,712	\$76,255	\$77,856	\$79,491	\$81,161	\$82,865
HEO 5 Step 1	\$77,463	\$78,006	\$79,644	\$81,317	\$83,024	\$84,768
HEO 5 Step 2	\$79,800	\$80,343	\$82,030	\$83,753	\$85,511	\$87,307
HEO 5 Step 3	\$82,127	\$82,670	\$84,406	\$86,178	\$87,988	\$89,836
HEO 5 Step 4	\$84,465	\$85,008	\$86,793	\$88,616	\$90,477	\$92,377
HEO 5 Step 5	\$86,795	\$87,338	\$89,172	\$91,045	\$92,956	\$94,909
HEO 6 Step 1	\$89,135	\$89,678	\$91,561	\$93,484	\$95,447	\$97,451
HEO 6 Step 2	\$91,470	\$92,013	\$93,945	\$95,918	\$97,932	\$99,989
HEO 6 Step 3	\$93,803	\$94,346	\$96,327	\$98,350	\$100,415	\$102,524
HEO 6 Step 4	\$96,136	\$96,679	\$98,709	\$100,782	\$102,898	\$105,059
HEO 7 Step 1	\$97,889	-	\$99,945	\$102,044	\$104,186	\$106,374
HEO 7 Step 2	\$100,805	-	\$102,922	\$105,083	\$107,290	\$109,543
HEO 7 Step 3	\$103,725	-	\$105,903	\$108,127	\$110,398	\$112,716

HEO 7 Step 4	\$106,646	-	\$108,886	\$111,172	\$113,507	\$115,890
HEO 8 Step 1	\$109,565	-	\$111,866	\$114,215	\$116,614	\$119,062
HEO 8 Step 2	\$113,059	-	\$115,433	\$117,857	\$120,332	\$122,859
HEO 8 Step 3	\$116,565	-	\$119,013	\$121,512	\$124,064	\$126,669
HEO 8 Step 4	\$120,065	-	\$122,586	\$125,161	\$127,789	\$130,473
HEO 8 Step 5	\$123,566	-	\$126,161	\$128,810	\$131,515	\$134,277
HEO 9 Step1	\$127,065	-	\$129,733	\$132,458	\$135,239	\$138,079
HEO 9 Step2	\$130,565	-	\$133,307	\$136,106	\$138,965	\$141,883
HEO 9 Step3	\$134,068	-	\$136,883	\$139,758	\$142,693	\$145,689
HEO 10	\$135,824	-	\$138,676	\$141,589	\$144,562	\$147,598

PROFESSIONAL PROFESSIONAL STAFF – CASUAL RATES – 35 HOUR WEEK

CASUAL RATES OF PAY - 35 HOURS PER WEEK												
Grade/Step	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate
Effective	Mar-17		Jul-18		Jul-18		Jul-19		Jul-20		Jul-21	
			\$500	\$500	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%
HEO 1 Step 1	\$28.17	\$35.21	\$28.45	\$35.56	\$29.05	\$36.31	\$29.66	\$37.07	\$30.28	\$37.85	\$30.92	\$38.64
HEO 1 Step 2	\$28.76	\$35.95	\$29.04	\$36.30	\$29.65	\$37.06	\$30.27	\$37.84	\$30.90	\$38.63	\$31.55	\$39.44
HEO 1 Step 3	\$29.35	\$36.69	\$29.63	\$37.04	\$30.25	\$37.81	\$30.89	\$38.61	\$31.53	\$39.42	\$32.20	\$40.25
HEO 2 Step 1	\$30.23	\$37.79	\$30.51	\$38.14	\$31.15	\$38.94	\$31.81	\$39.76	\$32.47	\$40.59	\$33.16	\$41.44
HEO 2 Step 2	\$31.13	\$38.91	\$31.40	\$39.24	\$32.05	\$40.07	\$32.73	\$40.91	\$33.42	\$41.77	\$34.12	\$42.65
HEO 3 Step 1	\$31.70	\$39.63	\$31.98	\$39.98	\$32.66	\$40.82	\$33.34	\$41.68	\$34.04	\$42.55	\$34.76	\$43.45
HEO 3 Step 2	\$32.59	\$40.74	\$32.86	\$41.08	\$33.55	\$41.94	\$34.26	\$42.82	\$34.98	\$43.72	\$35.71	\$44.64
HEO 3 Step 3	\$33.48	\$41.85	\$33.75	\$42.18	\$34.45	\$43.07	\$35.18	\$43.97	\$35.92	\$44.90	\$36.67	\$45.84
HEO 3 Step 4	\$34.36	\$42.95	\$34.63	\$43.29	\$35.36	\$44.20	\$36.10	\$45.13	\$36.86	\$46.08	\$37.64	\$47.04
HEO 3 Step 5	\$35.24	\$44.05	\$35.52	\$44.39	\$36.26	\$45.33	\$37.02	\$46.28	\$37.80	\$47.25	\$38.59	\$48.24
HEO 4 Step 1	\$36.12	\$45.15	\$36.40	\$45.50	\$37.16	\$46.45	\$37.94	\$47.43	\$38.74	\$48.42	\$39.55	\$49.44
HEO 4 Step 2	\$37.01	\$46.26	\$37.28	\$46.60	\$38.07	\$47.58	\$38.86	\$48.58	\$39.68	\$49.60	\$40.51	\$50.64
HEO 4 Step 3	\$38.20	\$47.75	\$38.46	\$48.07	\$39.27	\$49.08	\$40.09	\$50.11	\$40.93	\$51.17	\$41.79	\$52.24
HEO 5 Step 1	\$39.07	\$48.84	\$39.34	\$49.18	\$40.17	\$50.21	\$41.01	\$51.27	\$41.87	\$52.34	\$42.75	\$53.44
HEO 5 Step 2	\$40.24	\$50.30	\$40.52	\$50.65	\$41.37	\$51.71	\$42.24	\$52.80	\$43.13	\$53.91	\$44.03	\$55.04
HEO 5 Step 3	\$41.41	\$51.76	\$41.69	\$52.12	\$42.57	\$53.21	\$43.46	\$54.33	\$44.38	\$55.47	\$45.31	\$56.63
HEO 5 Step 4	\$42.60	\$53.25	\$42.87	\$53.59	\$43.77	\$54.72	\$44.69	\$55.87	\$45.63	\$57.04	\$46.59	\$58.24
HEO 5 Step 5	\$43.78	\$54.73	\$44.05	\$55.06	\$44.98	\$56.22	\$45.92	\$57.40	\$46.88	\$58.61	\$47.87	\$59.84
HEO 6 Step 1	\$44.96	\$56.20	\$45.23	\$56.54	\$46.18	\$57.72	\$47.15	\$58.94	\$48.14	\$60.17	\$49.15	\$61.44

HEO 6 Step 2	\$46.13	\$57.66	\$46.40	\$58.01	\$47.38	\$59.22	\$48.37	\$60.47	\$49.39	\$61.74	\$50.43	\$63.03
HEO 6 Step 3	\$47.31	\$59.14	\$47.58	\$59.48	\$48.58	\$60.73	\$49.60	\$62.00	\$50.64	\$63.30	\$51.71	\$64.63
HEO 6 Step 4	\$48.49	\$60.61	\$48.76	\$60.95	\$49.78	\$62.23	\$50.83	\$63.53	\$51.90	\$64.87	\$52.98	\$66.23
HEO 7 Step 1	\$49.36	\$61.70	-	-	\$50.40	\$63.00	\$51.45	\$64.32	\$52.54	\$65.67	\$53.64	\$67.05
HEO 7 Step 2	\$50.84	\$63.55	-	-	\$51.91	\$64.88	\$53.00	\$66.25	\$54.11	\$67.64	\$55.25	\$69.06
HEO 7 Step 3	\$52.30	\$65.38	-	-	\$53.40	\$66.75	\$54.52	\$68.15	\$55.66	\$69.58	\$56.83	\$71.04
HEO 7 Step 4	\$53.78	\$67.23	-	-	\$54.91	\$68.64	\$56.06	\$70.08	\$57.24	\$71.55	\$58.44	\$73.05
HEO 8 Step 1	\$55.26	\$69.08	-	-	\$56.42	\$70.53	\$57.61	\$72.01	\$58.82	\$73.52	\$60.05	\$75.06
HEO 8 Step 2	\$57.02	\$71.28	-	-	\$58.22	\$72.77	\$59.44	\$74.30	\$60.69	\$75.86	\$61.96	\$77.45
HEO 8 Step 3	\$58.79	\$73.49	-	-	\$60.02	\$75.03	\$61.29	\$76.61	\$62.57	\$78.22	\$63.89	\$79.86
HEO 8 Step 4	\$60.56	\$75.70	-	-	\$61.83	\$77.29	\$63.13	\$78.91	\$64.46	\$80.57	\$65.81	\$82.26
HEO 8 Step 5	\$62.32	\$77.90	-	-	\$63.63	\$79.54	\$64.96	\$81.21	\$66.33	\$82.91	\$67.72	\$84.65
HEO 9 Step 1	\$64.10	\$80.13	-	-	\$65.45	\$81.81	\$66.82	\$83.53	\$68.22	\$85.28	\$69.66	\$87.07
HEO 9 Step 2	\$65.85	\$82.31	-	-	\$67.23	\$84.04	\$68.64	\$85.81	\$70.09	\$87.61	\$71.56	\$89.45
HEO 9 Step 3	\$67.62	\$84.53	-	-	\$69.04	\$86.30	\$70.49	\$88.11	\$71.97	\$89.96	\$73.48	\$91.85
HEO 10	\$68.50	\$85.63	-	-	\$69.94	\$87.42	\$71.41	\$89.26	\$72.91	\$91.13	\$74.44	\$93.05

PROFESSIONAL STAFF – CASUAL RATES – 38 HOUR WEEK

CASUAL RATES OF PAY - 38 HOURS PER WEEK												
Grade/Step	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate
Effective	Mar-17		Jul-18		Jul-18		Jul-19		Jul-20		Jul-21	
			\$543	\$543	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%	2.10%
HEO 1 Step 1	\$28.17	\$35.21	\$28.45	\$35.56	\$29.05	\$36.31	\$29.66	\$37.07	\$30.28	\$37.85	\$30.92	\$38.64

HEO 1 Step 2	\$28.77	\$35.96	\$29.04	\$36.30	\$29.65	\$37.06	\$30.27	\$37.84	\$30.90	\$38.63	\$31.55	\$39.44
HEO 1 Step 3	\$29.35	\$36.69	\$29.63	\$37.04	\$30.25	\$37.81	\$30.89	\$38.61	\$31.53	\$39.42	\$32.20	\$40.25
HEO 2 Step 1	\$30.23	\$37.79	\$30.51	\$38.14	\$31.15	\$38.94	\$31.81	\$39.76	\$32.47	\$40.59	\$33.16	\$41.44
HEO 2 Step 2	\$31.13	\$38.91	\$31.40	\$39.24	\$32.05	\$40.07	\$32.73	\$40.91	\$33.42	\$41.77	\$34.12	\$42.65
HEO 3 Step 1	\$31.70	\$39.63	\$31.98	\$39.98	\$32.66	\$40.82	\$33.34	\$41.68	\$34.04	\$42.55	\$34.76	\$43.45
HEO 3 Step 2	\$32.59	\$40.74	\$32.86	\$41.08	\$33.55	\$41.94	\$34.26	\$42.82	\$34.98	\$43.72	\$35.71	\$44.64
HEO 3 Step 3	\$33.48	\$41.85	\$33.75	\$42.18	\$34.45	\$43.07	\$35.18	\$43.97	\$35.92	\$44.90	\$36.67	\$45.84
HEO 3 Step 4	\$34.36	\$42.95	\$34.63	\$43.29	\$35.36	\$44.20	\$36.10	\$45.13	\$36.86	\$46.08	\$37.64	\$47.04
HEO 3 Step 5	\$35.24	\$44.05	\$35.52	\$44.39	\$36.26	\$45.33	\$37.02	\$46.28	\$37.80	\$47.25	\$38.59	\$48.24
HEO 4 Step 1	\$36.12	\$45.15	\$36.40	\$45.50	\$37.16	\$46.45	\$37.94	\$47.43	\$38.74	\$48.42	\$39.55	\$49.44
HEO 4 Step 2	\$37.01	\$46.26	\$37.28	\$46.60	\$38.07	\$47.58	\$38.86	\$48.58	\$39.68	\$49.60	\$40.51	\$50.64
HEO 4 Step 3	\$38.20	\$47.75	\$38.46	\$48.07	\$39.27	\$49.08	\$40.09	\$50.11	\$40.93	\$51.17	\$41.79	\$52.24
HEO 5 Step 1	\$39.07	\$48.84	\$39.34	\$49.18	\$40.17	\$50.21	\$41.01	\$51.27	\$41.87	\$52.34	\$42.75	\$53.44
HEO 5 Step 2	\$40.24	\$50.30	\$40.52	\$50.65	\$41.37	\$51.71	\$42.24	\$52.80	\$43.13	\$53.91	\$44.03	\$55.04
HEO 5 Step 3	\$41.41	\$51.76	\$41.69	\$52.12	\$42.57	\$53.21	\$43.46	\$54.33	\$44.38	\$55.47	\$45.31	\$56.63
HEO 5 Step 4	\$42.60	\$53.25	\$42.87	\$53.59	\$43.77	\$54.72	\$44.69	\$55.87	\$45.63	\$57.04	\$46.59	\$58.24
HEO 5 Step 5	\$43.76	\$54.70	\$44.05	\$55.06	\$44.98	\$56.22	\$45.92	\$57.40	\$46.88	\$58.61	\$47.87	\$59.84
HEO 6 Step 1	\$44.96	\$56.20	\$45.23	\$56.54	\$46.18	\$57.72	\$47.15	\$58.94	\$48.14	\$60.17	\$49.15	\$61.44
HEO 6 Step 2	\$46.13	\$57.66	\$46.40	\$58.01	\$47.38	\$59.22	\$48.37	\$60.47	\$49.39	\$61.74	\$50.43	\$63.03
HEO 6 Step 3	\$47.31	\$59.14	\$47.58	\$59.48	\$48.58	\$60.73	\$49.60	\$62.00	\$50.64	\$63.30	\$51.71	\$64.63
HEO 6 Step 4	\$48.49	\$60.61	\$48.76	\$60.95	\$49.78	\$62.23	\$50.83	\$63.53	\$51.90	\$64.87	\$52.98	\$66.23
HEO 7 Step 1	\$49.36	\$61.70	-	-	\$50.40	\$63.00	\$51.45	\$64.32	\$52.54	\$65.67	\$53.64	\$67.05

HEO 7 Step 2	\$50.84	\$63.55	-	-	\$51.91	\$64.88	\$53.00	\$66.25	\$54.11	\$67.64	\$55.25	\$69.06
HEO 7 Step 3	\$52.30	\$65.38	-	-	\$53.40	\$66.75	\$54.52	\$68.15	\$55.66	\$69.58	\$56.83	\$71.04
HEO 7 Step 4	\$53.78	\$67.23	-	-	\$54.91	\$68.64	\$56.06	\$70.08	\$57.24	\$71.55	\$58.44	\$73.05
HEO 8 Step 1	\$55.26	\$69.08	-	-	\$56.42	\$70.53	\$57.61	\$72.01	\$58.82	\$73.52	\$60.05	\$75.06
HEO 8 Step 2	\$57.02	\$71.28	-	-	\$58.22	\$72.77	\$59.44	\$74.30	\$60.69	\$75.86	\$61.96	\$77.45
HEO 8 Step 3	\$58.79	\$73.49	-	-	\$60.02	\$75.03	\$61.29	\$76.61	\$62.57	\$78.22	\$63.89	\$79.86
HEO 8 Step 4	\$60.56	\$75.70	-	-	\$61.83	\$77.29	\$63.13	\$78.91	\$64.46	\$80.57	\$65.81	\$82.26
HEO 8 Step 5	\$62.33	\$77.91	-	-	\$63.64	\$79.55	\$64.98	\$81.22	\$66.34	\$82.92	\$67.73	\$84.67
HEO 9 Step 1	\$64.10	\$80.13	-	-	\$65.45	\$81.81	\$66.82	\$83.53	\$68.22	\$85.28	\$69.66	\$87.07
HEO 9 Step 2	\$65.84	\$82.30	-	-	\$67.22	\$84.03	\$68.63	\$85.79	\$70.08	\$87.59	\$71.55	\$89.43
HEO 9 Step 3	\$67.62	\$84.53	-	-	\$69.04	\$86.30	\$70.49	\$88.11	\$71.97	\$89.96	\$73.48	\$91.85
HEO 10	\$68.50	\$85.63	-	-	\$69.94	\$87.42	\$71.41	\$89.26	\$72.91	\$91.13	\$74.44	\$93.05

ENGLISH LANGUAGE TEACHING STAFF – ANNUAL & CASUAL RATES

CLASSIFICATION		ANNUAL RATE				
	Mar-17	Jul-18	Jul-18	Jul-19	Jul-20	Jul-21
		\$500	2.10%	2.10%	2.10%	2.10%
CET DEPUTY DIRECTOR						
1	\$109,661	-	\$111,964	\$114,315	\$116,716	\$119,167
2	\$113,491	-	\$115,874	\$118,308	\$120,792	\$123,329
3	\$117,309	-	\$119,772	\$122,288	\$124,856	\$127,478
EDUCATION MANAGER						
1	\$102,013	-	\$104,155	\$106,343	\$108,576	\$110,856
2	\$105,838	-	\$108,061	\$110,330	\$112,647	\$115,012
LANGUAGE TEACHERS						
1	\$71,411	\$71,911	\$73,421	\$74,963	\$76,537	\$78,144
2	\$73,728	\$74,228	\$75,787	\$77,378	\$79,003	\$80,662
3	\$76,043	\$76,543	\$78,150	\$79,792	\$81,467	\$83,178
4	\$78,362	\$78,862	\$80,518	\$82,209	\$83,935	\$85,698
5	\$80,681	\$81,181	\$82,886	\$84,626	\$86,404	\$88,218
6	\$82,999	\$83,499	\$85,252	\$87,043	\$88,871	\$90,737
7	\$85,321	\$85,821	\$87,623	\$89,463	\$91,342	\$93,260
8	\$87,636	\$88,136	\$89,987	\$91,877	\$93,806	\$95,776
9^	\$89,955	\$90,455	\$92,355	\$94,294	\$96,274	\$98,296
10	\$92,274	-	\$94,212	\$96,190	\$98,210	\$100,273
11	\$94,593	-	\$96,579	\$98,608	\$100,678	\$102,793
12	\$96,905	-	\$98,940	\$101,018	\$103,139	\$105,305
CASUAL RATES			SESSIONAL/HOURLY RATES			
TEACHING RATE A	\$147.13	\$148.17	\$151.28	\$154.46	\$157.70	\$161.01
TEACHING RATE B	\$98.09	\$98.78	\$100.85	\$102.97	\$105.13	\$107.34
MARKING – SUPERVISING EXAMINER	\$66.57	-	\$67.97	\$69.40	\$70.85	\$72.34
ROUTINE MARKING AND OTHER DUTIES	\$49.05	-	\$50.08	\$51.13	\$52.21	\$53.30

** Minimum appointment step for CET teacher with a relevant doctoral qualification*

CASUAL RATES

Teaching Rates: the above rates include payment for one hour's face-to-face teaching time plus up to two hours' related duties such as preparation, lesson planning, collation of materials, marking arising from the relevant class and student consultation time. Teaching Rate A is paid where an English language teacher's related duties include a requirement to develop curriculum and/or necessary materials, and Teaching Rate B is paid where the development of curriculum and/or necessary materials is not required.

Marking – Supervising Examiner: Rate paid per hour for marking as a supervising examiner, or marking requiring significant professional judgement.

Routine Marking and Other Duties: Rate paid per hour for routine marking (other than marking that is covered by the staff member's Teaching Rate) such as marking of CET-wide or course-wide examinations, exit tests, essays or assessment tasks and other duties that are not covered by the staff member's Teaching Rate, including attendance at excursions, additional student consultation, preparation of subject guides or reading lists for curriculum development or materials other than for allocated classes and attendance at meetings.

SCHEDULE 2 – CLASSIFICATION DESCRIPTORS

ACADEMIC STAFF

The responsibilities of Academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development. Typical standards for levels of Academic staff, other than casual staff, are as set out below. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic staff member.

A staff member appointed to a particular level may be assigned, and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Academic staff member is appointed or promoted. In addition, staff may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

Teaching and Research Academic Staff

Level A

- work with the support and guidance from more senior Academic staff
- expected to develop expertise in teaching and research with an increasing degree of autonomy
- normally expected to contribute to teaching, at a level appropriate to the skills and experience of the staff member, primarily at undergraduate and graduate diploma level
- engage in scholarly, research and/or professional activities appropriate to professional discipline
- undertake administration primarily relating to staff member's activities at the University
- normally have completed four years of tertiary study or equivalent qualifications and experience; may be required to hold a relevant higher degree

Level B

- undertake independent teaching and research in staff member's discipline or related area
- expected to make an independent contribution to research, scholarship and/or teaching through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.
- normally contribute to teaching at undergraduate, honours and postgraduate level
- may be required to perform full academic responsibilities of and related administration for co-ordination of an award program of the University provided that this is consistent with a reasonable and overall workload
- undertake administration primarily relating to staff member's activities at the University

Level C

- expected to make a significant contribution to the discipline at national level
- in research, scholarship and/or teaching, expected to make original contributions which expand knowledge or practice in discipline
- normally expected to make a significant contribution to research, scholarship and/or teaching and administration activities of an organisational unit or interdisciplinary area at undergraduate, honours and postgraduate level
- normally expected to play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community
- may be required to perform full academic responsibilities of, and related administration for, co-ordination of a large award program or a number of smaller award programs, if consistent with a reasonable overall workload

Level D

- expected to make an outstanding contribution to research, scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area
- responsibilities may include co-ordination of a large award program or a number of smaller award programs where this is consistent with a reasonable overall workload
- expected to make an outstanding contribution to governance and collegial life inside and outside the University
- will have attained recognition at a national or international level in staff member's discipline and is expected to make original and innovative contributions to advancement of scholarship, research and teaching in discipline.

Level E

- provide leadership and foster excellence in research, teaching and policy development in academic discipline within the University and within the community, professional, commercial or industrial sectors
- will have attained recognition as a leading authority in discipline, and will have achieved distinction at the national level and may be required to have achieved distinction at the international level
- expected to make original, innovative and distinguished contributions to scholarship, researching and teaching in discipline and make a commensurate contribution to the work of the University

Research Academic Staff (inclusive of creative disciplines)

Level A

- will normally work under the supervision of Academic staff at Level B or above, with an increasing degree of autonomy as the research Academic staff member gains skills and experience
- will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team
- may undertake limited teaching, supervise at undergraduate levels, and/or publish the results of the research conducted as sole author or in collaboration
- undertake administration primarily relating to staff member's activities at the University
- will normally hold a relevant higher degree

Level B

- will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities
- will carry out independent and/or team research
- may supervise postgraduate research students or projects and be involved in research training

Level C

- will make independent and original contributions to research, which have a significant impact on staff member's field of expertise
- work will be acknowledged at national level as influential in expanding knowledge of discipline, and standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities
- will provide leadership in research, including research training and supervision

Level D

- will make major original and innovative contributions to staff member's field of study or research, which are recognised as outstanding nationally or internationally
- will play an outstanding role within University, discipline and/or profession in fostering the research activities of others, and in research training.

Level E

- will typically have achieved international recognition through original, innovative and distinguished contributions to staff member's field of research, as demonstrated by sustained and distinguished performance
- will provide leadership in field of research, within the University, discipline and/or profession and within the scholarly and/or general community
- will foster excellence in research, research policy and research training

PROFESSIONAL STAFF - CLASSIFICATION DESCRIPTORS

Definitions

Training level	Type and duration of training which the duties of the classification level typically require for effective performance.
Occupational equivalent	Examples of occupations typically falling within each classification level.

Level of supervision	Covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level	Type, complexity and responsibility of tasks typically performed
Organisational knowledge	Required level of knowledge and awareness of University, its structure and functions and purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving	Judgement: ability to make sound decisions, recognising the consequences of decisions taken or actions performed; Independence: extent to which staff member is able (or allowed) to work effectively without supervision or direction; problem solving: process of defining or selecting appropriate course of action from alternative courses.
Close supervision	Clear and detailed instructions provided. Tasks covered by standard procedures. Deviation from procedures or unfamiliar situations referred to higher levels. Work is regularly checked.
Routine supervision	Direction provided on tasks to be undertaken, with some latitude to rearrange sequences and discriminate between established methods. Guidance on approach to standard circumstances provided in procedures; guidance on the approach to non-standard circumstances provided by a Supervisor. Selective rather than constant checking.
General direction	Direction provided on assignments to be undertaken, with staff member determining appropriate use of established methods, tasks and sequences. 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 provided in terms of objectives which may require planning of staff, time and material resources for their completion. Limited detailed guidance will be available and staff member may be required to develop or modify procedures. Performance measured against objectives.

Higher Education Officer Level 1

Training level or qualifications

- (a) No formal qualifications or specific work experience required on employment;
- (b) structured training and extensive induction provided.

Level of supervision

Close supervision or, in the case of more experienced staff 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.

Occupational equivalent and typical activities

Cleaner, labourer, trainee for level 2 duties: perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

Higher Education Officer Level 2

Training level or qualifications

- (a) Year 12 without work experience;

- (b) Certificates I or II with work related experience; or
- (c) Equivalent combination of experience and training.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks.

Task level

Straightforward tasks where procedures are clearly established; may occasionally perform more complex tasks.

Organisational knowledge

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

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. May be required to choose between a range of straightforward alternatives. Expected to perform a combination of routine tasks where daily work routine will allow latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Occupational equivalent and typical activities

Administrative assistant: Manage inward and outward movement of mail, copy, maintain and retrieve records, undertake straightforward data entry and retrieval.

Higher Education Officer Level 3

Training level or qualifications

- (a) Trades certificate or Certificate III; or
- (b) Year 12 or a Certificate II, with relevant work experience; or
- (c) Equivalent combination of relevant experience and/or education/training.

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.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. Supervision of other staff 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, standard practices and procedures.

Occupational equivalent and typical activities

Tradesperson, technical assistant/technical trainee, administrative assistant.

Trades: apply trades certificate/Certificate III skills in a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. May involve familiarity with work of other trades or require further training.

Technical: assist technical officers in operating a laboratory, including ordering supplies; assist in setting up routine experiments, preparation of specimens and feeding and care of animals; monitor experiments for report to a technical officer. Staff are expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

Administrative: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems), including storing/ retrieving documents, keying/lay out/merging of documents, tables and basic graphics; provide general administrative support including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; process accounts for payment.

Higher Education Officer Level 4

Training level or qualifications

- (a) Diploma level qualification with relevant work related experience;
- (b) Certificate IV with relevant work experience; or
- (c) Post-trades certificate and extensive relevant experience and on the job training; or
- (d) Certificate III with extensive relevant work experience; or
- (e) An equivalent combination of relevant experience and/or education/training.

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 supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Task level

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.

Occupational equivalent and typical activities

Technical officer or technician, administrative, advanced tradespersons.

Trades: work on complex engineering or interconnected electrical circuits; exercise high precision trades skills using various materials and/or specialised techniques.

Technical : develop new equipment to criteria developed and specified by others; under routine direction, assist in conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; demonstrate use of equipment and prepare technical reports.

Library technician: copy cataloguing; use range of bibliographic databases; undertake acquisitions; respond to reference inquiries.

Administrative: may use 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; plan and set up spreadsheets or data base applications; be responsible for providing a full range of secretarial services, e.g. in a faculty; provide advice to students on enrolment procedures and requirements; administer enrolment and course progression records.

Higher Education Officer Level 5

Training level or qualifications

- (a) Degree without subsequent relevant work experience;
- (b) Advanced diploma qualification and at least 1 year's subsequent relevant work experience;
- (c) Diploma qualification and at least 2 years' subsequent relevant work experience;

- (d) Certificate IV and extensive relevant work experience;
- (e) Post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or
- (f) Equivalent combination of relevant experience and/or education/training.

Level of supervision

Professional positions: routine supervision to general direction, depending on tasks involved and experience. Other positions: general direction and may supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including development of areas of specialist expertise. Professional: apply theoretical knowledge, at degree level, in a straightforward way. Administrative: 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

Professional: solve problems through standard application of theoretical principles and techniques at degree level. Technical: apply standard technical training and experience to solve problems. Administrative: 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.

Occupational equivalent and typical activities

Graduate (i.e., degree) or professional, without work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Technical: develop new equipment to general specifications; 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; under broad direction, set up, monitor and demonstrate standard experiments and equipment use; prepare technical reports.

Library technician: assist with reader education programs and more complex bibliographic and acquisition services; operate a discrete unit within a library which may involve significant supervisory duties or running out-posted service.

Administrative: responsible for managing an administrative function, e.g. HECS advice, records, determinations and payments, centralised enrolment function, organisation and administration of exams at a small campus.

Professional: under professional supervision, work as part of a research team in a support role; provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; provide counselling services.

Higher Education Officer Level 6

Training level or qualifications

- (a) Degree with subsequent relevant experience;
- (b) Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (c) Equivalent combination of relevant experience and/or education/training.

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 staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff 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 work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions; 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 and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Occupational equivalent and typical activities

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

Technical: manage laboratory or field station; set up complex experiments; provide highly specialised technical services; design & construct complex or unusual equipment to general specifications; assist honours & postgraduate students with laboratory requirements; install, repair, provide & demonstrate computer services in laboratories.

Administrative: provide financial, policy and planning advice; service committees, including preparation of agendas, papers, minutes and correspondence; monitor expenditure against budget in a school or small faculty.

Professional: work as part of a research team; provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services; provide counselling services; undertake a range of computer programming tasks; provide documentation and assistance to computer users; analyse less complex user and system requirements.

Higher Education Officer Level 7

Training level or qualifications

- (a) Degree with at least 4 years subsequent relevant experience; or
- (b) Extensive experience and management expertise in technical or administrative fields; or
- (c) Equivalent combination of relevant experience and/or education/training.

Level of supervision

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

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 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 stand alone 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.

Occupational equivalent and typical activities

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

Librarian: combine specialist expertise and responsibilities for managing a library function.

Technical: manage teaching and research facilities for a School or equivalent.

Research: utilise acknowledged expertise in a specialised area or a combination of technical management and specialised research.

Administrative: provide less senior administrative support to relatively small and less complex faculties or equivalent.

Student services: train and supervise professional staff and undertake policy development responsibilities (which may include research and publication).

Higher Education Officer Level 8

Training level or qualifications

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (b) Extensive experience and management expertise; or
- (c) Equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

Work likely to require 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

Expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the University's operations.

Judgement, independence and problem solving

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

Occupational equivalent and typical activities

Manager (e.g. administrative, research, professional or scientific); senior school/faculty administrator; researcher.

Assist in managing a large functional unit with a diverse or complex set of functions and significant resources; Manage a function or develop and implement policy requiring a high degree of knowledge and sensitivity; Manage a small or specialised unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Officer Level 9

Training level or qualifications

- (a) Postgraduate qualifications and extensive relevant experience;
- (b) Extensive management experience and proven management expertise; or
- (c) Equivalent combination of relevant experience and/or education/training.

Level of supervision

Broad direction, working with a considerable degree of autonomy; Management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level

Conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Will have 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 University's operations.

Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools/faculties or at 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.

Occupational equivalent and typical activities

Manager (e.g. administrative, research, professional or scientific); senior school/faculty administrator; senior researcher: Assist in managing a large functional unit with a diverse or complex set of functions and significant resources; Manage a function or develop and implement policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; Manage a small and specialised unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Officer Level 10**Training level or qualifications**

- (a) Proven expertise in the management of significant human and material resources, in addition to, in some areas, postgraduate qualifications and extensive relevant experience.

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Requires application of high level of theoretical and applied knowledge.

Organisational knowledge

Bring a multi-perspective understanding to development, marketing and implementation of new policies; devise new ways of adapting University's strategies to new, including externally generated, demands.

Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Occupational equivalent and typical activities

Senior program, research or administrative manager: Manage a large functional unit with a diverse or complex set of functions and significant resources; Manage a more complex function or unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to the most complex schools and faculties, involving complex course structures, significant staff and financial resources, outside activities and extensive exercise of administrative, policy and financial management responsibilities.

SCHEDULE 3 – ALLOWANCES

Allowance	Pay Code	Eligibility		Mar-17	Jul-18	Jul-19	Jul-20	Jul-21
					2.10%	2.10%	2.10%	2.10%
Cadaver Prosection	PCS	Staff of Departments of Anatomy & Histology and Biological Sciences whose duties include dissection of human bodies; Payable while on leave, superannuable and included as salary for the purpose of termination payments.		\$2,109	\$2,153	\$2,199	\$2,245	\$2,292
Driver-Attendant	DRI	Driver-attendants located at Main Quadrangle of Camperdown Campus who routinely undertake executive driving duties or Information Office relief at least three times per week.		\$3,823	\$3,903	\$3,985	\$4,069	\$4,154
First Aid	FAA	Staff who have successfully completed an approved first aid course and are appointed by University WHS and Injury Management Unit as first aid officers.		\$963	\$983	\$1,004	\$1,025	\$1,046
	OFA	Staff who are required, on the recommendation of University's WHS and Injury Management Unit to hold an Senior First Aid Certificate.		\$1,448	\$1,478	\$1,509	\$1,541	\$1,574
Overtime Meal	MEA	Payable in accordance with clause 10 of Schedule 4. (Rate as at 1 July 2017 is \$30.05)		Varied annually in accordance with the Australian Taxation Office, Reasonable Overtime Meal Allowance amount.				
On call	OC1	Payable in accordance with clause 34 of Schedule 4. (per day)	Mon-Fri	\$44.73	\$45.67	\$46.63	\$47.61	\$48.61
	OC2		Weekend / Public holiday	\$111.76	\$114.11	\$116.50	\$118.95	\$121.45
Shelving Team Coordinator	STC	University Library staff; payable pro rata while assigned as shelving team coordinators		\$1,864	\$1,903	\$1,943	\$1,984	\$2,026
Tools	TLQ	Trade staff who are required to supply all necessary tools to use in their trade. Tools required for each trade will be as specified in the University's tool allowance policy.		Painter \$18.29 per fortnight	\$18.67	\$19.07	\$19.47	\$19.88
	TLP			Plumber - \$74.64 per fortnight	\$76.21	\$77.81	\$79.44	\$81.11

	TLP		Carpenter - \$74.64 per fortnight	\$76.21	\$77.81	\$79.44	\$81.11
	TLR		Electrician - \$38.90 per fortnight	\$39.72	\$40.55	\$41.40	\$42.27
	TLR		Refrigeration Mechanic - \$38.90 per fortnight	\$39.72	\$40.55	\$41.40	\$42.27
	TAC		Apprentice Chef - \$19.44 per fortnight	\$19.85	\$20.27	\$20.69	\$21.13
Licence	LIP	Plumbers and electricians if required to maintain and act on their licenses.	Plumbers - \$3,851 per annum	\$3,932	\$4,014	\$4,099	\$4,185
	LIR		Electricians - \$2,232 per annum	\$2,279	\$2,327	\$2,376	\$2,425
Trade disability	CHK	Eligible trades staff and apprentices upon making a claim	Chokeage - \$8.90 per day	\$9.09	\$9.28	\$9.47	\$9.67
	DRT		Dirty Work - \$0.83 per hour	\$0.85	\$0.87	\$0.88	\$0.90
	CLD		Cold Places - \$0.83 per hour	\$0.85	\$0.87	\$0.88	\$0.90

SCHEDULE 4 – WORKING HOURS AND RELATED MATTERS FOR PROFESSIONAL STAFF

APPLICATION

- 1 This **Schedule** applies to Professional staff employed in the classifications in **Schedule 2** with the exception that for staff employed in the University's Centre for English Teaching, Veterinary Clinics and Farms, the arrangements specified in **Schedules 5, 6 and 7** prevail over this Schedule to the extent of any inconsistency.

DAY WORK AND SHIFT WORK

- 2 Staff to whom this Schedule applies will be employed as either day-workers or shift-workers.
- 3 A day-worker (other than a student employed on a casual basis) is a staff member who works their ordinary hours within the span 7.00am to 7.00pm Monday to Friday, excluding public holidays. Students employed on a casual basis work their ordinary hours within the span 7.00am to 7.00pm, Monday to Saturday.
- 4 By agreement between the University and a staff member who is a day-worker (other than a student employed on a casual basis), the staff member may work within the span 7.00am to 7.00pm Monday to Saturday, excluding public holidays if they wish to do so, provided that their weekly working hours are arranged to enable them to have at least two days off within the calendar week.
- 5 Students employed on a casual basis may work their ordinary hours within the span 7.00am to 10.00pm, Monday to Saturday if they request to do so.
- 6 A shift-worker is a staff member who works according to a shift roster and whose span of hours of work a week may extend beyond 7.00am to 7.00pm Monday to Friday.

ABSENCE FROM DUTY

- 7 A staff member who does not attend for duty or reports for duty after their normal starting time, and/or who ceases duty before their normal finishing time, and who does not provide a satisfactory reason to the University for their absence, will lose salary equivalent to the duration of the absence(s), calculated to the nearest quarter of an hour.

MEAL BREAKS AND RELATED MATTERS

- 8 Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay.
- 9 A shift-worker may take a paid crib break instead of a meal break with the approval of their Supervisor.
- 10 Staff who are required to work overtime must take unpaid meal breaks of at least 30 minutes in accordance with **clause 8** of this **Schedule**. Staff are entitled to a meal allowance as specified in **Schedule 3** where a meal break falls due and is taken during a period of overtime.

FLEXIBLE WORKING HOURS ARRANGEMENTS

- 11 The University acknowledges that having a work/life balance is a key contributor to the health, wellbeing and engagement of staff, and supports the University's commitment to gender equity. The purpose of the flexible working hours arrangements is to assist staff to attain work/life balance while at the same time ensuring the University's operational requirements are met. All Professional staff may apply to their Supervisor for participation in flexible working hours arrangements. Flexible working hours arrangements are not automatic and are subject to agreement by a staff member's Supervisor, however, such agreement may only be withheld based on demonstrable business grounds that flexible working hours do not meet the requirements of the work area. Where a request is refused, a written reason will be given. Staff may work flexible hours and access flexible time off, subject to the following:

Availability of flexible working hours

- (a) flexible working hours will normally be approved for day-workers only. However, flexible hours may be approved by a Supervisor for shift-workers subject to the operational needs of the work unit;
Core hours
- (b) staff must be in attendance during the core hours set for their work area;
- (c) in normal circumstances, core hours will be no more than six hours per ordinary day;
- (d) core hours will be established or varied in each work unit by management after consultation with staff in the work unit;

- (e) core hours may vary for different employees within a work unit to suit operational requirements;
Attendance and hours of work
- (f) all hours worked and absences must be recorded formally for accrual/audit purposes;
- (g) staff may work flexible hours outside their number and span of ordinary hours specified in **clause 3, 4 or 6** of this **Schedule** if they are working to an approved working hours arrangement. Such hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements;
- (h) time may be accrued only by working additional time; no time is accrued during leave or public holidays;

Accruals

- (i) Supervisors may review hours worked outside core hours to ensure:
 - (i) the hours do not pose a risk to health and safety;
 - (ii) appropriate work is being carried out;
 - (iii) the hours meet the reasonable needs of the area;
- (j) flexible hours accrued must be submitted by staff for review by Supervisors in four-week cycles;
- (k) staff may accumulate a maximum of:
 - (i) 35 hour staff: up to 42 hours flexible time off; or
 - (ii) 38 hour staff: up to 46.5 hours flexible time off;

Flexible time off

- (l) as far as practicable, the pattern of hours worked to accrue time and take flexible time off, will be agreed between each staff member and their Supervisor. Where agreement cannot be reached, the hours worked will be determined by the Supervisor provided that where a staff member has more than seven hours' accrued time and has not taken a full day's flexible time off at any time within the relevant four week cycle, they must be permitted to take accrued flexible hours off as a whole day within the next four week cycle;
- (m) with the approval of their Supervisor, staff are able to take accrued flexible hours off in any quantum, including short periods, half days, as a whole day, or multiple days. Supervisor approval for flexible time off will not be unreasonably withheld;
- (n) in normal circumstances staff wishing to take flexible time off during core hours for their work area must obtain prior approval from their Supervisor, such approval will not be unreasonably denied;
- (o) in exceptional or emergency circumstances staff may take flexible time off without prior approval, in such situation they will inform their Supervisor and manager at the first possible opportunity;

Termination, resignation and transfer

- (p) where a staff member gives notice of transfer, resignation, or retirement or whose employment comes to an end due to redundancy, they must, with the approval of their Supervisor, clear all accrued flexible hours prior to departure. If accrued flexible hours cannot be cleared, a maximum of 42 hours for 35 hour staff, or 46.5 hours for 38 hour staff will be paid in lieu at their Ordinary Rate of Pay;

Local arrangements

- (q) approved local arrangements in place at the commencement of this Agreement will be reviewed to ensure they comply with this clause. Where they comply they will continue unchanged. Where they do not comply they will be updated within three months of the introduction of this Agreement to ensure compliance;

- (r) if a Supervisor wishes to alter an approved local arrangement, the Supervisor will discuss the matter with the affected staff with a view to reaching agreement. Where agreement cannot be reached, the proposed arrangement will be referred for review under **clauses 456** and, if required under **clause 457** of this Agreement; and
- (s) any new local arrangements may be introduced after the commencement of this Agreement provided:
 - (i) they are created following a consultative process;
 - (ii) they meet or are more favourable than the requirements of this clause.

SHIFT LOADINGS

- 12 Subject to **clause 13** of this **Schedule**, the following shift loadings are paid to shift-workers in addition to their ordinary rates of pay:

Shift	Definition and conditions	Loading
Early morning	Starts between 4.00am and 6.00am, Monday to Friday	10%
Day shift	Starts between 6.00am and 10.00am, Monday to Friday	Nil
Early afternoon	Starts between 10.00am and 1.00pm, Monday to Friday	10%
Afternoon	Starts between 1.00pm and 4.00pm, Monday to Friday	12.5%
Night	Starts between 4.00pm and 4.00am, Monday to Friday	15%
Permanent night	At least 2/3 of rostered shifts in each roster period are night shifts	30%
Saturday	Any shift worked on a Saturday	50%, which is substituted for and not cumulative upon any other shift loading
Sunday	Any shift worked on a Sunday	75% which is substituted for and not cumulative upon any other shift loading
Public Holiday	Any shift worked on a public holiday	As specified in clause 190 , which is substituted for and not cumulative upon any other shift loading

- 13 The loadings specified in **clause 12** of this **Schedule** do not apply to students employed on a casual basis who agree to work outside the span of 7.00am to 7.00pm, Monday to Saturday. Where a student requests to work outside this span (for example, casual student shelvers in the Library), the University may agree and ordinary casual rates will be paid for work performed between the hours of 7.00pm to 10.00pm Monday to Saturday.

WORK ROSTERS FOR SHIFT-WORKERS

- 14 The University will post rosters showing the ordinary starting and finishing times for each roster/shift that staff are required to work.
- 15 Subject to **clause 16** of this **Schedule**, at least 72 hours' notice of shift changes and seven days' notice of roster changes days will be provided. Consultation will normally occur at the local level in relation to proposed changes.
- 16 A shift or roster may be changed at any time to enable the functions of the University to continue, for example, where a shift-worker is absent because of illness or emergency.
- 17 If a roster is altered under **clause 16** of this **Schedule**, and a staff member is required to work on a day which would have been their day off within the roster, the time worked by the staff member on that day will be paid at overtime rates specified in **clause 18** of this **Schedule**.

- 18 If a public holiday falls on a staff member's rostered day off, they will receive an extra day's leave or may take a day's pay at the ordinary rate in lieu. The leave must be taken at a time convenient to the staff member and the University.
- 19 Places in rosters may be interchanged by agreement between staff members and their Supervisor, provided that the University does not incur any additional shift or overtime penalties as a result of the interchange.

OVERTIME

Requirement to work overtime

- 20 The University may require a staff member to work reasonable overtime.
- 21 Overtime is work that is performed at the direction of an authorised Supervisor:
- (a) outside the staff member's ordinary span of work hours; or
 - (b) within that ordinary span of work hours, but outside the number of ordinary hours the staff member would work on a day (or is formally rostered to work on that day); or
 - (c) on a Saturday, Sunday or public holiday.
- 22 If possible, staff will be given at least 48 hours' notice of overtime to be worked. A staff member who is not given 48 hours' notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.

Eligibility for overtime payment

- 23 A staff member whose Salary does not exceed the maximum Salary for a Higher Education Officer Level 9 is entitled to overtime pay or, where a staff member chooses, time off in lieu of overtime pay. In special circumstances, the University may make overtime payments or provide time off in lieu to staff whose Salary exceeds this amount.

Overtime payments and time off in lieu of payment

- 24 Overtime payments and time off in lieu will be calculated as follows:
- (a) Monday to Saturday: one and a half times the ordinary rate of pay (or hours worked) for the first two hours and double time thereafter;
 - (b) Sunday: double time; and
 - (c) Public Holidays: two and a half times the ordinary rate of pay (or hours worked).
- 25 Payments and time in lieu will be calculated to the nearest quarter of hour and a minimum payment of four hours (or three hours in the case of essential work on Sundays or public holidays for feeding animals, watering etc) will be made for overtime worked on a day that is not an ordinary working day for the staff member concerned.
- 26 Time off in lieu of payment must be taken at mutually agreed times. A staff member may accrue up to three weeks' time in lieu within a six month period, and time not taken by the end of the six month period will be paid out at overtime rates specified in **clause 24** of this **Schedule**.
- 27 A Casual Staff member who is required to work more than 20% of the ordinary weekly hours of an equivalent full-time staff member on any one day (ie more than 7.00 hours or 7.6 hours for a 35 hour and 38 hour per week worker respectively) will receive the greater of the overtime rates specified in **clause 24** of this **Schedule** or the casual loading specified in **clause 61** of this Agreement, but not both.
- 28 A staff member who works overtime must have at least ten consecutive hours off between work on successive days, if reasonably practicable.
- 29 If a staff member works overtime and does not have ten consecutive hours off before their normal starting time on the next day, the staff member:
- (a) must be released at the end of the overtime until they have had ten consecutive hours off, unless the Supervisor directs the staff member to continue working; and
 - (b) must be paid for the time they would have normally worked in the ten consecutive hours off work.
- 30 If a staff member resumes or continues work as directed by their Supervisor without having ten consecutive hours off, the staff member:

- (a) must be paid at the overtime rate until they are released from work; and
- (b) is entitled to be absent for ten consecutive hours without loss of pay for work occurring in that absence.

31 If a shift-worker works overtime for the purpose of changing shift rosters, or does not report for work, and a day-worker replaces them, then **clauses 29 and 30** of this **Schedule** apply as if eight hours were substituted for ten hours.

ON CALL ARRANGEMENTS

Requirement to be on call

- 32 The University may roster staff to remain "on call" outside their ordinary working hours, i.e. contactable and available to return to work within a reasonable time or deal with matters by telephone or computer, whichever is required.
- 33 The University will provide staff with access to equipment (such as mobile phones), and reimbursement for telephone calls and travel expenses in accordance with University policy.

On call allowance

- 34 Staff will receive either an "on call" allowance in accordance with **Schedule 3** or an agreed annual loading when they are rostered and available for on call duties.

Payment for work performed while on call

- 35 Where a staff member who is on call and is entitled to paid overtime is required to perform duty, overtime will be paid in accordance with the applicable overtime rate specified in **clause 24** of this **Schedule** for the time worked, subject to the following conditions:
 - (a) where work is performed from home, a minimum payment of one hour's pay will be made, provided that where a staff member is called more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first call, additional payment will be made only if the total time worked (i.e. during the first and subsequent call) exceeds one hour;
 - (b) where a staff member is required to return to work, they will receive a minimum payment of four hours' pay (including travelling time) provided that where a staff member is required to return to work more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first attendance, they will receive a minimum payment of four hours' pay irrespective of the number of call-backs, and travelling time will be paid for one return trip only; and
 - (c) where a staff member is required to return to work after attempting to solve a problem at home, they will receive a minimum payment of four hours' pay for all work performed (including any time worked at home and travelling time).

RENTAL ARRANGEMENTS

- 36 A staff member who resides in premises or accommodation owned or provided by the University and receives a rental subsidy in respect of the premises or accommodation in exchange for providing after hours security and other specified after hours duties will not be entitled to receive any payments or benefits in accordance with the following clauses in respect of those duties:
 - (a) **clauses 33 to 36** of this **Schedule** (on-call allowance);
 - (b) **clauses 21 to 32** of this **Schedule** (overtime);
 - (c) **clauses 8 to 12** of **Schedule 6** (Veterinary staff as defined in **Schedule 6**); and
 - (d) **clauses 10 to 13** of **Schedule 7** (Farm staff as defined in **Schedule 7**).

SCHEDULE 5 – ENGLISH LANGUAGE TEACHING STAFF

APPLICATION

- 1 This **Schedule** applies to English language teaching staff as defined in **clause 2** of this **Schedule** and prevails to the extent of any inconsistency over the provisions of the Agreement.

DEFINITIONS

- 2 In this Schedule:

Casual employment: see the definition in **clause 38** of this **Schedule**.

CET Deputy Director means a member of language staff who, under the direction of the CET Director and in collaboration with other language staff, is primarily responsible for:

- (a) managing CET teaching programs and associated administrative functions;
- (b) providing leadership to all language staff to develop and achieve quality English language programs for international students;
- (c) liaising with the University's International Office and Faculties and with external bodies to ensure relevance of CET courses; and
- (d) assisting the CET Director with promotional, marketing and other management functions.

CET Education Manager means a member of language staff who, in addition to performing the duties of a language teacher under the direction of the CET Director and in collaboration with other language staff, is primarily responsible for:

- (a) managing day-to-day operation of relevant programs;
- (b) co-ordinating materials and curriculum development for language programs;
- (c) monitoring and appraising the performance of staff and relevance of curricula and content;
- (d) providing support/advice to Language teachers; and
- (e) monitoring student progress and welfare.

Continuous language staff see the definition in **clause 4** of this **Schedule**

English language teaching staff means qualified staff employed to work within CET in the classifications of Language Teacher, CET Education Manager or CET Deputy Director as defined in this clause or qualified language teachers employed to perform the substantive duties of those classifications.

Fixed term employment: see the definition in **clause 13** of this **Schedule**.

Funding Contingent Fixed Term Employment means full-time or part-time employment under a contract that is ongoing, subject to continuing need and student income for the staff member's position.

Language teacher means a qualified language teacher who, under the direction of the CET Director and in collaboration with other language staff, is primarily responsible for:

- (a) teaching English language and academic study skills to students of non-English speaking background;
- (b) developing appropriate teaching materials;
- (c) being involved in appropriate course management functions;
- (d) monitoring all aspects of student progress; and
- (e) assuming those administrative responsibilities associated with teaching duties.

EMPLOYMENT CATEGORIES

- 3 English Language Staff may be employed in the following categories:

- (a) Funding Contingent Continuing Employment;
- (b) Fixed term employment; or

- (c) Casual employment.

CONTINUOUS LANGUAGE STAFF

Definition

- 4 Continuous Language staff means English Language staff who are employed on a Funding Contingent Continuing basis as defined in **clause 2** of this **Schedule**.

Continuous Language Positions

- 5 The Centre for English Teaching will maintain 31 full-time equivalent Funding Contingent Continuous Language teacher positions for the life of this Agreement.
- 6 Where a Continuous Language staff member's employment is terminated due to the absence of continuing need or sufficient student fee funding for their position or on other grounds of redundancy, they will receive notice in accordance with the following scale instead of the period of notice specified in **clause 58** of this **Schedule** or **clause 405** of this Agreement.

Period of Continuous Service	Period of notice
Up to 3 years	2 weeks*
3 years or more but less than 5 years	3 weeks*
5 years or more but less than 7 years	4 weeks*
7 years or more but less than 10 years	7 weeks*
10 years or more	8 weeks

**Staff who are over 45 years of age at the time notice is given and who have at least two years Continuous Service will receive one additional week's notice, provided that the total period of notice does not exceed 8 weeks.*

- 7 Subject to **clause 8** of this **Schedule**, a Continuous Language staff member whose employment is terminated due to the absence of continuing need or sufficient student fee funding for their position, or on other grounds of redundancy, will receive the following severance payments:

Period of Continuous Paid service	Severance Pay
1 year or more but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 6 years	8 weeks
6 years or more but less than 8 years	12 weeks
8 years or more but less than 10 years	16 weeks
10 years or more but less than 12 years	20 weeks
12 years or more but less than 15 years	24 weeks
15 years or more but less than 20 years	30 weeks
20 years or more but less than 26 years	40 weeks
26 years or more	52 weeks

- 8 No severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not.
- 9 Years of Continuous Paid service includes both Full-time and Part-time service.
- 10 Breaks in service of less than two months will not be considered to be a break in Continuous Service. The University may agree to treat breaks in service of up to three months as not breaking Continuous Service.
- 11 Periods of approved unpaid leave will not constitute breaks in service for the purposes of calculating severance payments, but except in the case of maternity leave and sick leave that has been supported by a medical certificate, such leave will not count as service for the calculation of severance payments.
- 12 Other than in exceptional circumstances approved by the University, a staff member who has taken voluntary redundancy or voluntary early retirement will not be employed by the University in any capacity, either directly or indirectly (including as a consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty.

FIXED TERM EMPLOYMENT

Definition

- 13 Fixed term employment means Full-time or Part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specified task or project upon which the contract will come to an end. Such a contract may be terminated before the specified end date or contingency in accordance with the terms of this Agreement.

Further offers of employment and ending fixed term employment

- 14 A staff member employed for a Fixed term may be offered further terms of employment. Unless such an offer is made and accepted, or the staff member's employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in the staff member's contract of employment.
- 15 Staff employed for a Fixed term will be notified in writing before the end of their term, task or project:
- (a) whether the University proposes to retain the same position, or a substantially similar position, for a further term; and
 - (b) whether they will be offered a further term of employment.
- 16 The minimum notification period under **clause 15** of this **Schedule** will be as follows:

Period of Continuous Service	Notification Period (weeks before specified end date)
Less than 3 years	2 weeks *
3 years to less than 5 years	3 weeks *
5 years or more	4 weeks *

**The minimum notification period will be increased by one week for a staff member who has completed at least 2 years' continuous service and is aged 45 years or over.*

- 17 Where the University decides to retain the same position, or a substantially similar position, for a further term, employment in the position will be offered to the incumbent provided that:
- (a) the incumbent's appointment to the position was made following a competitive selection process;
 - (b) the incumbent's performance in the role has matched expectations set and adopted during their employment and has been assessed as at least meeting expectations or satisfactory (as applicable); and
 - (c) the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required.

Severance Payments

- 18 Subject to **clause 20** of this **Schedule**, severance payments will be made under **clause 19** of this **Schedule** to Fixed term Language staff who:

- (a) have been employed on a Fixed Term basis; and
- (b) seek to continue their employment after the end of their specified term, task or project and are not offered further employment; and
- (c) whose contract is not renewed because:
 - (i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or
 - (ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.

- 19 Staff who are entitled to severance pay under **clause 18** of this **Schedule** will be paid in accordance with the following scale:

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

- 20 No severance payments will be made to a staff member who:

- (a) is offered suitable alternative employment, whether such offer is accepted or not;
- (b) was employed as a replacement staff member;
- (c) was employed for up to five years on a pre-retirement contract; or
- (d) was employed for up to three years in response to a sudden and unanticipated increase in enrolments.

- 21 Where the University notifies a Fixed Term staff member in writing that further employment may be offered within six weeks of the expiration of their Fixed Term, any severance payments to which the staff member would be entitled in the event that no such offer of employment is made will be deferred until either:
 - (a) four weeks after the expiration of the staff member's Fixed Term; or
 - (b) the University notifies the staff member that no such offer of further employment will be made, whichever occurs first.
- 22 If a staff member who is entitled to severance payments is offered and accepts casual employment at the end of their Fixed Term contract, their severance payments will not be paid until after the completion of their casual employment.
- 23 Severance payments will be treated as employment termination payments for taxation purposes unless taxation laws require otherwise.

APPLICATIONS FOR CONVERSION TO FUNDING CONTINGENT CONTINUING EMPLOYMENT OR FIXED TERM EMPLOYMENT

- 24 When the need arises to employ additional Funding Contingent Continuing Language Teaching positions, in the first instance CET will call for expressions of interest (EOI) for conversion from eligible staff. When positions cannot be filled through EOI, these positions will be advertised and recruited for according to the University of Sydney's recruitment policies and procedures.
- 25 Casual or Fixed Term staff may apply for conversion to Funding Contingent Continuing or Fixed Term employment if they have:
 - (a) been engaged to perform duties of a position, or a substantially similar position, on a regular and systematic basis for a number of hours over the preceding 12 month period. An assessment of a regular and systematic work pattern will take into account regular periods when work is not required such as during semester breaks.; and
 - (b) been appointed on the basis of merit, through a transparent and competitive process consistent with University policy, or served a minimum period of employment of 24 months; and
 - (c) matched performance and conduct expectations set and adopted during their employment and has been assessed in accordance with the P&D Program as at least meeting most objectives (or equivalent) or satisfactory (as applicable); demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required, according to their P&D Plan and the strategic directions of the Unit.
 - (d) A break of up to 12 weeks (or 14 weeks if the period includes the end of year shut-down) will not impact on continuity of service for the purposes of this clause, however, this period can be extended for any periods of approved leave.
- 26 A Casual staff member's engagement must not be altered with the intention to avoid obligations under **clause 24**.

Refusal of applications for conversion

- 27 The University may refuse an application for conversion from a Fixed Term or Casual staff member only on the following reasonable business grounds:
 - (a) the staff member has not matched performance and conduct expectations set and adopted during their employment and has been assessed as not meeting expected standards or unsatisfactory (as applicable);
 - (b) the staff member cannot demonstrate the capacity to meet the future expectations of positions under consideration, including any new duties or skills that may be required;
 - (c) CET has no vacant Funding Contingent Continuing Employment available.
- 28 Expression of interests for conversion under **clause 24** must be in writing to the relevant Delegate, who will review the application and advise the staff member in writing of the outcome within 30 days of receipt of an application.
- 29 A staff member whose application for conversion is refused will be provided with written reasons for the refusal.

CET STEP DESCRIPTORS TABLE

- 30 These step descriptors are used to determine the appropriate salary step on commencement of a Funding Contingent Continuing Language Teacher position, in conjunction with **clauses 34 to 37**, which will be in their letter of offer.
- 31 In addition:
 - (a) Subject to a satisfactory performance review, teachers will progress one step every 12 months;

- (b) If a teacher acquires an additional qualification as recognised below, they will move up to the appropriate step, unless they have already exceeded it;

Starting Pay step	Qualifications	Expected academic ability for level at CET
1	A recognised degree or equivalent (3 yrs F/T) and a recognised TESOL certificate qualification (100 hour course, + 6 hours practicum); or a recognised degree in education with TESOL method	<ul style="list-style-type: none"> work with the support and guidance from more senior teaching staff develop expertise in teaching with an increasing degree of autonomy contribute to teaching, at a level appropriate to the skills and experience of the staff member engage in scholarly, action research and/or professional activities appropriate to professional discipline undertake continuous professional development undertake administration primarily relating to staff member's activities at the Centre
2	Degree + Post-graduate Certificate in TESOL (or equivalent, (3 yrs F/T)) Degree + Diploma of Education + CELTA	
3	Degree + Post-graduate Diploma in TESOL or DELTA	
4	Degree + Masters Degree (plus CELTA/DELTA/PG Dip)	
5	Degree + Masters Degree in TESOL/Applied Linguistics	
6 - 8		<ul style="list-style-type: none"> undertake independent teaching and curriculum development in staff member's discipline or related area make an independent contribution to the Centre, scholarship and/or teaching through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline. may be required to perform full academic responsibilities of and related administration for co-ordination of a CET course provided that this is consistent with a reasonable and overall workload
9^	Any combination of the qualifications outlined above + PhD	<ul style="list-style-type: none"> undertake independent teaching and research in staff member's discipline or related area expected to make an independent contribution to research, scholarship and/or teaching through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline. normally contribute to teaching at undergraduate, honours and postgraduate level may be required to perform full academic responsibilities of and related administration for co-ordination of an award program of the University provided that this is consistent with a reasonable and overall workload undertake administration primarily relating to staff member's activities at the University
10-12		

^Minimum appointment step for CET teacher with a relevant doctoral qualification

Recognition of prior experience (internal and external)

32 When an applicant is offered a position, the applicant's starting salary step will be determined based on their qualifications (as outlined in the CET Step Descriptors Table), and recognition of prior internal and/or external experience (teaching hours) (as outlined below)

33 For the purpose of this Agreement, one year of full-time teaching is defined as a total of 840 teaching hours.

Recognition of prior internal experience (teaching hours)

34 Teachers are eligible for additional steps based on recognition of face-to-face teaching hours and other related duties at the Centre for English Teaching, as follows:

- (a) Employees with 2 or more years' experience teaching at CET will commence employment 1 step higher than the starting point indicated by their qualifications in the Step Descriptors Table;
- (b) Employees with 5 or more years' experience teaching at CET will commence employment a further 1 step higher than the starting point indicated at (a) above.
- (c) A maximum of 2 steps recognition for internal teaching experience at CET.

Recognition of prior external experience (teaching hours)

35 Teachers are eligible for additional steps based on recognition of face-to-face teaching hours at institutions other than CET. CET will recognise experience (teaching hours) of staff obtained prior to commencement at CET on the following basis:

- (a) Employees with 3 or more years' experience at relevant external institutions will commence employment 1 step higher than the starting point indicated by their qualifications in the Step Descriptors Table. These steps are accumulative to any gained under **clause 34**.
- (b) Employees with 6 or more years' experience at relevant external institutions will commence employment a further 1 step higher than the starting point indicated at (a) above.
- (c) A maximum of 2 steps recognition for external teaching experience.

36 The following will be used for the calculation of recognition of prior experience (teaching hours):

- (a) To be eligible for recognition of prior experience, an applicant must have had experience with a recognised external institution within 3 years immediately before commencing at CET, breaks in service of 3 or more years will reset eligibility for recognition;
- (b) Staff employed at CET at the commencement of this Agreement are exempt from (a) above;
- (c) Where a staff member has worked as a full time ELT teacher at an eligible external organisation, provided they can demonstrate a history and currency of teaching, each completed year of ELT teaching service will be recognised. Any part year service will be recognised on a pro-rata basis. Where a staff member has worked part-time, their fraction of service will be recognised on a pro rata basis;
- (d) Where a staff member has worked as a casual, their teaching hours must amount to 2,520 hours over a minimum of 3 years for the first step, and an additional 2,520 hours over a further minimum of 3 years for the second step. In addition, a casual must have worked at least 840 hours over every 4 year period;
- (e) Notwithstanding (e) where the teaching hours worked on a casual basis are significantly less than the full time teaching load at CET, but the reduction is due to the staff member having spent time undertaking relevant non-teaching duties, CET may recognise such duties as eligible regardless of the reduced face-to-face teaching hours;
- (f) Notwithstanding (c), (d), and (e), to receive recognition of prior experience (teaching hours), a staff member may combine teaching hours at different institutions, over different periods of time and in combinations of full time, part time and casual service.

37 A staff member will be required to provide evidence of their employment at an external institution. Evidence will include statements of service and references. If CET management are satisfied that all reasonable attempts to obtain evidence from the institution have failed, a statutory declaration will be acceptable for the purposes of establishing hours taught. External institutions eligible for inclusion in calculation of recognition of prior experience (teaching hours) are:

- (a) An ELICOS Centre, at a government accredited (TEQSA) University in Australia, including Australian Centres operating both in Australia and overseas that is an English Australia member college or is quality assured by NEAS;
- (b) A fully accredited (ASQA or TEQSA) TAFE or private ELICOS Centre in Australia that is an English Australia member college or is quality assured by NEAS;
- (c) An English Language (ESL/EFL) program delivered by an overseas University or other tertiary institution accredited by a National Education Authority or Government of the country in which it operates;

CASUAL EMPLOYMENT

Definition

38 Casual staff are those staff who are employed and paid on an hourly basis.

Engagement of casual staff

- 39 Casual employment should be on the basis of merit, and be transparent, competitive and consistent with University policy.
- 40 The performance of Casual staff will be assessed in accordance with the P&D Program after 12 months' regular and systematic employment and may be assessed at other times.

Rates of pay

- 41 The rates of pay for Casual staff are specified in **Schedule 1** to this Agreement. These rates include a 25% loading in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits. Casual staff will be paid within 22 days of submitting a valid and completed claim for payment in accordance with University procedures.
- 42 Where a Casual staff member has been employed to teach a complete course and the University wishes to terminate their employment before the end of the course, they will given one month's notice of the date upon which their employment will end, or receive one month's pay in lieu of notice.

ALLOCATION OF WORK

- 43 Teaching work will be assigned to staff to ensure a well-balanced portfolio encompassing face-to-face teaching, course design, materials development and administrative duties.
- 44 Work will be allocated on the basis of benchmarks that reflect the University's strategic objectives and the needs of English language teaching staff and students in accordance with the following:
- (a) face-to-face teaching hours per week: up to 20 for Language Teachers, up to six for CET Education Managers and up to four for the CET Deputy Director;
 - (b) a maximum of 42 weeks' scheduled teaching in any one teaching year; and
 - (c) five working days to undertake non-teaching activities (including course design, materials development and relevant project work) after each period of ten consecutive weeks' teaching.
- 45 The Centre for English Teaching Joint Consultative Committee will monitor the processes referred to in **clause 44** of this **Schedule** in the context of overall quality assurance, and will take into account a range of factors including:
- (a) effective maximum teaching loads;
 - (b) modes of delivery;
 - (c) courses taught;
 - (d) supervision of staff and students;
 - (e) the number of students taught, including class size and EFTSU load;
 - (f) staff development requirements, including the needs of new staff; and
 - (g) administrative duties.

ORDINARY HOURS OF WORK

- 46 Subject to **clauses 47 and 48** of this **Schedule**, the span of ordinary working hours for English Language teaching staff will be 8.00am to 6.00pm, Monday to Friday. The ordinary working hours for full-time staff will be 35 hours per week, worked over five days.

- 47 Full-time staff will work an average of seven hours each day, which will include face-to-face teaching and other duties according to their classification. On any one day, there will be no more than eight hours between a staff member's rostered starting time and finishing time.
- 48 By agreement between a staff member and the University, the staff member may work their ordinary hours within the span of 8.00am to 9.00pm, Monday to Saturday provided that:
- (a) face-to-face classes must not be scheduled to finish after 9.00pm;
 - (b) an individual staff member will not be scheduled to teach classes on more than two evenings per week;
 - (c) where a staff member is scheduled to teach a class that finishes at 9.00pm, their face-to-face teaching on the following day should not commence before 11.00am;
 - (d) work performed on a Saturday will constitute one of the five days worked by the staff member; and
 - (e) work performed by agreement in accordance with this clause 36 will be paid at the staff member's ordinary rate of pay.

OVERTIME

Requirement to work overtime

- 49 The University may require a staff member to work reasonable overtime.
- 50 Overtime is work that is performed at the prior direction of an authorised Supervisor:
- (a) outside the staff member's ordinary span of work hours specified in **clause 46** of this **Schedule** or where applicable, **clause 48** of this **Schedule**:
 - (i) more than 35 hours in a week; or
 - (ii) on a Saturday (other than work performed by agreement in accordance with **clause 48** of this **Schedule**), Sunday or a public holiday.
- 51 If possible, staff will be given at least 48 hours' notice of overtime to be worked. A staff member who is not given 48 hours' notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.

Overtime payments

- 52 Overtime worked in accordance with **clauses 49** and **50** of this **Schedule** will be paid at the following rates:
- (a) Monday to Saturday - one and a half times the staff member's ordinary rate of pay for the first two hours worked, and double time thereafter;
 - (b) Sunday - double the ordinary rate of pay; and
 - (c) Public holidays - two and a half times the ordinary rate of pay.

MEAL BREAKS AND ALLOWANCES

- 53 Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay. Staff will not be required to work overtime beyond 6.00pm without an unpaid meal break of at least 30 minutes.
- 54 Staff who are required to work overtime or agree to vary their hours in accordance with **clause 48** of this **Schedule** will be entitled to a meal break when they work for more than:
- (a) two hours beyond their normal finishing time and after 6.00pm; or
 - (b) five hours on a Saturday, Sunday or a public holiday; or
 - (c) one hour before the normal start time.
- 55 Staff will be paid a meal allowance at the rate specified in **Schedule 3** in respect of breaks taken in accordance with **clause 54** of this Schedule. The allowance will be varied during the life of this Agreement in accordance with variations to the corresponding allowance in the New South Wales Public Service.

OVERSEAS DUTIES

- 56 Where Language staff are required to undertake duties overseas, the University and the staff member concerned will negotiate any special conditions that will apply to their overseas duties prior to departure.

RESIGNATION OR RETIREMENT

- 57 A staff member may resign or retire from the University upon one month's written notice. The University may consent to a shorter period on a case by case basis.

TERMINATION BY THE UNIVERSITY

- 58 Except as provided in **clauses 6 and 59** of this **Schedule**, the University may terminate a staff member's employment upon one month's written notice, or in the case of a staff member who is over 45 years of age and has at least five years' Continuous service, upon five weeks' notice.
- 59 A staff member's employment may be terminated by the University at any time without notice if the staff member engages in Serious Misconduct.

PAYMENT IN LIEU OF NOTICE

- 60 The University may substitute payment in lieu of all or any part of any period of notice of termination under **clause 6, 57 or 58** of this **Schedule**. Such payment shall be calculated at the staff member's Salary as at the date of cessation of employment.

CET STAFF CONSULTATIVE COMMITTEE

- 61 A CET Joint Consultative Committee (**CET JCC**) will be convened on a quarterly basis for University and staff representatives to consult on issues affecting work within the CET, including the matters specifically referred to in this Agreement.
- 62 The CET JCC will comprise:
- (a) a nominee of the Vice-Chancellor (Chair);
 - (b) a Deputy Chair elected by and from CET Language staff;
 - (c) one staff representative elected by and from CET Language staff;
 - (d) two staff representatives nominated by the NTEU; and
 - (e) two management representatives.
- 63 Administrative arrangements, including arrangements for committee participation by relevant advisors (such as Human Resources staff and advisors to staff representatives) and the election staff representatives will be determined by University policy and procedures.
- 64 Staff representatives will serve for the life of this Agreement and will be eligible for re-election or re-nomination. If an elected member ceases employment with the University or resigns from the CET SCC during their term, the University will conduct an election as soon as practicable to replace the member until the next scheduled election.
- 65 Subject to the operational requirements of the University, time release shall be provided to staff representatives to perform their representative functions specified in this Schedule.

SCHEDULE 6 – VETERINARY CLINICS AND TEACHING HOSPITAL STAFF

APPLICATION

- 1 This **Schedule** applies to all Professional staff employed in the University's Veterinary Clinics and Teaching Hospitals. For the avoidance of doubt, this includes the following positions.
- (a) **Animal House Attendants** (HEO Levels 2 and 3) who are responsible for the cleaning and maintenance of animal holding facilities, the feeding of hospitalized or boarded animals and for exercising animals which are boarded at the Hospital.
 - (b) **Veterinary and Pharmacy Nurses** (HEO Levels 3 and 4) who provides nursing and technical assistance to veterinarians in relation to medical and surgical cases presented to the Teaching Hospitals.
 - (c) **Veterinary Interns** (HEO Level 5) who are veterinarians who provide clinical services by diagnosing and treating patients, while undertaking a Graduate Diploma in Veterinary Clinical Studies and/or under instruction from a more senior staff member at the Teaching Hospitals.
 - (d) **Veterinary Registrars (Fellowship Training)** (HEO Level 6) who are veterinarians working with responsibility for their own clinical work and outcomes in close consultation with a mentor or a more senior staff member. Under direction from a mentor, a Veterinary Registrar has full responsibility for fulfilling specialist College requirements.
 - (e) **Clinical Veterinary Registrars** (HEO Level 7) who are veterinarians working with responsibility for their own clinical work and outcomes; and who have involvement with clinical instruction, contribute to consultancy and/or research led by senior staff and provide high quality primary accession of clinical services.
 - (f) **Senior Clinical Veterinary Registrars** (HEO Level 8) who are veterinarians with responsibilities within a specific area of clinical practice, and who provide leadership in their chosen discipline as well as being involved in both undergraduate and postgraduate clinical training programs.
 - (g) **Veterinary Specialists** (HEO Level 9) who are veterinarians with at least partial responsibility for the management of a unit or division, including the management of a range of staff working within the relevant discipline or sub-discipline.

For avoidance of doubt, this Schedule does not apply to clinical academic staff in training such as veterinary residents.

- 2 This **Schedule** prevails to the extent of any inconsistency over the provisions of the Agreement and any other Schedule.
- 3 For avoidance of doubt, the positions of Veterinary staff are Externally Funded positions as defined in **clause 3** of the Agreement.

Definitions

- 4 In this Schedule:

Fixed Term Contingent Employment means Full-time or Part-time employment under a Fixed term contract that contains a commencement date and instead of an end date, a contingency relating to a specified task, project or other event upon which the contract will come to an end. Relevant contingencies include, without limitation:

- (a) specialised clinical work of a particular type which is no longer required; and/or
- (b) insufficient income from external clients to support the costs of a particular Business Unit (or parts thereof) or certain positions within a unit or units.

Veterinary Staff means Professional staff employed in the roles listed in **clause 1** of this **Schedule**.

EMPLOYMENT CATEGORIES

- 5 Veterinary staff may be employed in the following categories:
- (a) Continuing employment (as defined in **clause 23** of the Agreement)
 - (b) Fixed term employment (as defined in **clause 24** of the Agreement);
 - (c) Fixed term Contingent Employment (as defined in **clause 4** of this **Schedule**); or
 - (d) Casual employment (as defined in **clause 49** of the Agreement).

SEVERANCE PAY

- 6 Where a Veterinary staff member has been employed on a series of Fixed Term contracts or on a Fixed Term Contingent Employment contract for 10 years or more, and a further contract is not offered by the University or the contingency is invoked, they will be entitled to severance pay as follows in place of severance pay under **clause 34, 35 or 36** of the Agreement:

Period of Continuous Paid service	Severance Pay (weeks)
1 year or more but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 10 years	8
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

HOURS OF WORK AND WORKING ARRANGEMENTS

Ordinary Hours of Work and Shift Workers

- 7 The ordinary weekly full-time working hours for Veterinary staff are 38 hours per week.

Span of Hours and Shift Penalty Payment

- 8 Veterinary staff are shift-workers (as defined in **clause 6 of Schedule 4**). For any rostered shift that includes hours worked:
- (a) outside 7.00am and 7.00pm, Monday to Saturday, a common shift loading of 15% is paid;
 - (b) on a Sunday, a shift loading of 75% is paid; and
 - (c) on a public holiday, the payment in accordance with **clause 190** is paid.

These loadings are paid in place of the loadings specified in **clause 12 of Schedule 4**, and are substituted for and not cumulative upon any other shift loading.

Overtime and Time in Lieu

- 9 Veterinary staff may be directed to work reasonable overtime. All overtime must be approved by an authorised Supervisor prior to the work being undertaken.
- 10 Overtime is work that is performed at the direction of an authorised Supervisor outside the number of ordinary hours the staff member would work on a day (or is formally rostered to work on that day) or on a day that the staff member has not been rostered to work ordinary hours.
- 11 **Clauses 22 to 31 of Schedule 4** apply to Veterinary Staff in relation to overtime payments and time off in lieu with the exception that where a staff member is required to work overtime on a day that they have not been rostered for ordinary duty, they will receive a minimum payment of three hours where they are required to work overtime for the essential purpose of caring for animals.

On Call Provisions

- 12 Veterinary staff may be required to be rostered to be on-call to make sure that Teaching Hospitals operate effectively at all times. Other than as provided for in **clauses 12 and 15** below, the On Call provisions in **clauses 32 to 35 of Schedule 4** to the Agreement apply.
- 13 Where a staff member who is entitled to be paid overtime is called back to work between midnight Saturday and midnight Sunday or on a public holiday, they will be paid for a minimum of three hours work, including travelling time.

SALARIES

- 14 Veterinary staff will receive the rates of pay for the relevant HEO levels as set out in **Schedule 1** of the Agreement.

PROPERTY RENTAL

- 15 Veterinary Staff may be required to reside in premises or accommodation owned or provided by the University (**University Accommodation**) to provide after hours security and attend to after hours animal welfare issues or emergency treatment services. Such accommodation will be provided at a subsidised rental rate. The weekly rental rate will be reviewed annually and adjusted in line with CPI movements.
- 16 In exchange for the subsidised rental rate provided for in **clause 15** of this **Schedule**, staff who are required to reside in University Accommodation will not be entitled to on call allowances under **Schedule 4** or to be paid overtime or time in lieu in accordance with **clause 11** of this **Schedule** or **clauses 22 to 31** of **Schedule 4** for any after hours work performed relating to property security, after hours animal welfare or emergency treatment services. For avoidance of doubt, nothing in this clause precludes staff who reside in University accommodation from receiving overtime payments or time in lieu for any overtime that they are directed to work in accordance with **clause 9** of this Schedule.

PROFESSIONAL DEVELOPMENT

- 17 In addition to time off approved under the University's Study Time Policy and the Professional Development leave entitlements in **clauses 286** and **287** of the Agreement, Veterinary Staff are able to use accrued time in lieu to attend relevant professional development opportunities.
- 18 Professional Development includes local and overseas study and assessment.
- 19 Veterinary Staff are entitled to the following periods of Professional Development subject to approval by the Hospital Director or relevant Delegate. Those are annual entitlements and do not accrue from year to year.
- (a) Animal House Attendants: as per current TAFE requirements and in accordance with the University's Study Time Policy.
 - (b) Veterinary Nurses: as per current TAFE requirements and in accordance with the University's Study Time Policy.
 - (c) Veterinary Registrars: Externship for four weeks or study leave for four weeks. Some financial support for externships and for the presentation of papers may be approved in accordance with **clause 20** of this **Schedule**.
 - (d) Clinical Veterinary Registrar: one week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research may be approved in accordance with **clause 20** of this **Schedule**.
 - (e) Veterinary Specialist: one week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research may be approved in accordance with **clause 20** of this **Schedule**.
 - (f) Senior Veterinary Specialist: one week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research may be approved in accordance with **clause 20** of this **Schedule**.
- 20 Staff must apply for funding by submitting a proposal setting out the activities to be undertaken and explaining how those activities would contribute to their professional development or the Faculty's research activities.

SCHEDULE 7 – UNIVERSITY FARM STAFF

APPLICATION

- 1 This **Schedule** applies to Farm staff as defined in **clause 2** below and prevails to the extent of any inconsistency over the provisions of the Agreement and any other Schedule.

DEFINITIONS

- 2 In this Schedule:

Farm staff means Professional staff employed to work on a University Farm or at Nepean Hall for whom full-time ordinary weekly hours 38 per week.

Nepean Hall means the student residence of that name situated at the University's Camden campus and includes Nepean Lodge.

University Farms means any farm owned and/or operated by the University. At the commencement of this Agreement, these farms include:

- (a) Arthursleigh Farm, Marulan
- (b) E J Holtsbaum Agricultural Research Institute (Nowley and The Estate Farm), Spring Ridge
- (c) Corstorphine (including Camden Farms Dairy, Dog and Cat Facility and Cannon Cottage), Camden
- (d) McGarvie Smith and Fleurs Farms, Badgery's Creek
- (e) Bringelly Centre (including Wolverton, J B Pye, Coates Park Farm and Veterinary Physiology S.U.), Bringelly
- (f) Mt Hunter Farm, Brownlow Hill
- (g) Westwood Farm, Theresa Park
- (h) Horse & Animal Reproduction, Cobbitty
- (i) 219 Cobbitty Road, Cobbitty
- (j) Plant Breeding Institute (also known as Karalee Farm), Cobbitty
- (k) I A Watson Grains Research Centre, Narrabri
- (l) May Farm, Brownlow Hill
- (m) Llara Farm, Narrabri
- (n) Landsdowne Farm and Landsdowne Turf Farm, Cobbitty
- (o) University Park Farm, Brownlow Hill
- (p) Greendale Public School Site Farm, Bringelly

EMPLOYMENT CATEGORIES

- 3 Farm staff may be employed in the following categories:
- (a) Continuing employment (as defined in **clause 23** of the Agreement)
 - (b) Fixed Term employment (as defined in **clause 24** of the Agreement); or
 - (c) Casual employment (as defined in **clause 49** of the Agreement).

HOURS OF WORK

- 4 The ordinary weekly full-time working hours for Farm Staff are 38 hours per week.
- 5 Farm staff are required to work 76 hours over any two week cycle from Monday to Saturday inclusive. Farm Staff are not shift-workers as defined in **Schedule 4** of this Agreement. However, there is no set span of hours, and Farm staff are required to work irregular patterns of hours including shifts which may include split shifts.

- 6 Farm staff will normally work eight hours per 24 hour period. However, they will be required to work longer hours during certain periods of each two week cycle with a corresponding decline in hours worked at other times. This variation to hours worked will not result in changes to fortnightly salary in a two week cycle period.
- 7 Where Farm Staff are required to work on Saturdays, such work forms part of their ordinary hours and will be rostered as follows:
- (a) The Supervisor will call for expressions of interest from Farm staff of the relevant classification within the work location.
 - (b) If there are insufficient volunteers, the Supervisor will nominate staff to work.
 - (c) Where possible, staff will be given at least 48 hours notice of any Saturday work. Where 48 hours notice is not given, staff will not be required to work on the nominated dates if they have a good and sufficient reason for being unable to do so.
 - (d) If a nominated staff member cannot work as outlined in **clause 7(c)** of this **Schedule**, the Supervisor will seek to replace them with a volunteer.
 - (e) If there is no volunteer the Supervisor will then nominate a staff member from the relevant classification within the work location to work the required day(s).
 - (f) The University may, on isolated occasions, nominate staff to work a Saturday without the need to follow the process outlined in **clauses 7(a) to (c)**. On these occasions:
 - (i) the Supervisor will consult affected staff and provide reasons for requiring them to work on the nominated day(s);
 - (ii) the affected staff may call upon a Representative of their choice to be present during consultation(s);
 - (iii) matters that cannot be resolved may be dealt with under the dispute settlement procedure outlined in the Agreement.

OVERTIME AND TIME IN LIEU

- 8 Farm staff may be directed to work reasonable overtime. All overtime must be approved by an authorised Supervisor prior to the work being undertaken.
- 9 Where Farm staff are required to work overtime, the arrangements in **clauses 10 and 11** below apply in place of **clauses 20 to 31 of Schedule 4**.
- 10 Overtime will be paid at the following rates:

Hours Worked	Overtime Payable
A staff member who works more than 76 hours in a two week cycle	Hours in excess of 76 paid at time and one half
If a staff member is instructed by their Supervisor to resume or continue to work without having 10 consecutive hours off duty	Hours worked on resumption or continuation paid at time and one half until the staff member has had 10 consecutive hours away from duty
All work undertaken by an employee on a Sunday	Paid time and one half
All work undertaken by an employee on a Public Holiday	Paid at double time

- 11 A Casual Farm staff member who is required to work more than 20% of the ordinary weekly hours of an equivalent full-time staff member on any one day (i.e. more than 7.6 hours) will receive the greater of the overtime rates specified in **clause 10** of this **Schedule** or the casual loading specified in **clause 61** of this Agreement, but not both.
- 12 Farm Staff may elect to take time off in lieu of an overtime payment, with accrued time off being taken at mutually agreed times. A staff member may accrue up to 114 hours time in lieu within a six month period. If at the end of the six month period the time in lieu has not been taken, it must be paid out at overtime rates.
- 13 Payments and time in lieu will be calculated to the nearest quarter of hour and a minimum payment of four hours (or three hours in the case of essential work on Sundays or public holidays for feeding animals, watering etc) will be made for overtime worked on a day that is not an ordinary working day for the staff member concerned.

- 14 Staff who are required to work overtime must take unpaid meal breaks of at least 30 minutes after five hours work. The salary rates paid to Farm staff include compensation for overtime meal allowances, and Farm staff are not entitled to the meal allowance specified in **Schedule 3**.

SALARIES AND ALLOWANCES

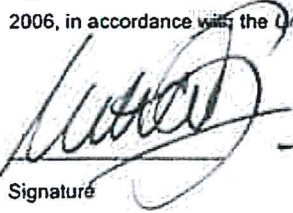
- 15 Farm staff will be paid at the relevant HEO rates in **Schedule 1** for staff working a 38 hour week.
- 16 Farm staff who hold a current New South Wales HR drivers' license will receive an allowance of \$18.85 per week if they are required to operate the following machinery as part of their duties:
- (a) a Caterpillar D6 bulldozer, carrying out large scale earthworks, including irrigation ditch construction and maintenance, contour bank, waterway, and earthen dam maintenance; and/or
 - (b) a 225 kw tandem drive truck hauling grain, fertilizer, and farm driver truck hauling grain, fertilizer, and other farm materials both on farms and public roads.

PROPERTY RENTAL

- 17 Farm staff may be required to reside in premises or accommodation owned or provided by the University (**University Accommodation**) to provide after hours security and attend to after hours animal welfare issues or emergencies. Such accommodation will be provided at a rate of \$40 per week from the commencement of this Agreement. The weekly rental rate will be reviewed annually and adjusted in line with CPI movements.
- 18 In exchange for the subsidised rental rate provided for in **clause 17** above, staff who are required to reside in University Accommodation will not be entitled to on call allowances under **Schedule 4** or to be paid overtime or time in lieu in accordance with **clauses 9 to 14** of this **Schedule** or **clauses 24 to 31** of **Schedule 4** for any after hours work performed relating to property security or animal welfare. For avoidance of doubt, nothing in this clause precludes staff who reside in University accommodation from receiving overtime payments or time in lieu for any overtime that they are directed to work in accordance with **clause 8** of this **Schedule**.
- 19 Farm staff who are not required to occupy a University residence as a term of their employment may be offered a University residence (if available) at full market rental rates during their employment, subject to a lease being entered into with the University for a maximum of 12 months.

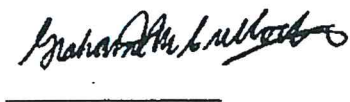
Signatures

Signed on behalf of the University of Sydney by Dr Michael Spence, Vice-Chancellor, c/- University of Sydney, New South Wales 2006, in accordance with the University of Sydney (*Delegations of Authority – Administrative Functions*) Rule 2010 (as amended)



Signature

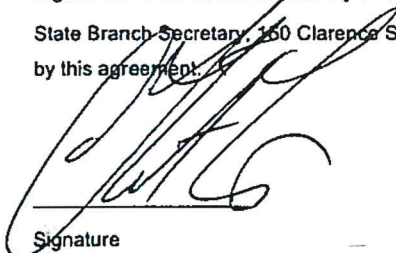
Signed on behalf of the National Tertiary Education Industry Union by Grahame McCulloch, General Secretary, First Floor 120 Clarendon Street, South Melbourne, Victoria, 3205



Signature

12 December 2017

Signed on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch by Stewart Little, State Branch Secretary, 160 Clarence Street, Sydney, NSW, 2000, as a bargaining representative for members who will be covered by this agreement.



Signature