



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Wollongong T/A University of Wollongong
(AG2019/2149)

UNIVERSITY OF WOLLONGONG (PROFESSIONAL SERVICES EMPLOYEES) ENTERPRISE AGREEMENT 2019

Educational services

DEPUTY PRESIDENT BULL

SYDNEY, 26 SEPTEMBER 2019

Application for approval of the University of Wollongong (Professional Services Employees) Enterprise Agreement, 2019.

[1] An application (Form F16) has been filed by The University of Wollongong T/A University of Wollongong (the applicant) for the approval of an enterprise agreement known as the *University of Wollongong (Professional Services Employees) Enterprise Agreement, 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement as per s.172(2) of the Act.

[2] Following issues being raised with the applicant by the Commission, the applicant provided a number of undertakings regarding the following:

- Definition of representatives;
- Minimum engagement of casual employees;
- Dispute resolution procedures;
- Span of ordinary hours;
- Weekend penalties;
- Flexible working hours;
- Notice of termination; and
- Leave entitlements and the application of the National Employment Standards (NES).

[3] The undertakings are attached at the end of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial change to the Agreement. Pursuant to s.201(3) of the Act, I note that the undertakings are taken to be terms of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement. A copy of the model consultation term is attached at the end of the Agreement. As per the decision in *Auld and ors v Teekay Shipping (Australia) Pty Ltd* [2019] FWCFB 6047, the model consultation term operates in conjunction with the existing consultation term of the Agreement.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

UNIVERSITY OF WOLLONGONG

Enterprise Agreement

PROFESSIONAL SERVICES EMPLOYEES, 2019

Part 1 – General

1. TITLE

This Agreement shall be known as the University of Wollongong (Professional Services Employees) Enterprise Agreement, 2019.

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3. APPLICATION

- 3.1 This Agreement applies to all categories of professional services employees and casual employees employed at the University of Wollongong who are employed within the classification and salary structure described in Schedule A but excludes trainees and apprentices.
- 3.2 This Agreement has been negotiated by and covers the Community and Public Sector Union (CPSU), the National Tertiary Education Industry Union (NTEU) and the University of Wollongong (UOW).

4. OPERATION OF THE AGREEMENT

- 4.1 This Agreement shall operate from 7 days from the date of approval by the Fair Work Commission and shall remain in force until 30 June 2022.
- 4.2 This Agreement supersedes and replaces in entirety the previous certified agreements covering professional services employees of the University.
- 4.3 This Agreement operates to the exclusion of any awards which would otherwise, but for this clause, apply to professional services employees whose employment falls within the scope of this Agreement
- 4.4 During the period of operation of this Agreement there shall be no further claims made.
- 4.5 While the University recognises that the application of the Agreement requires policies, procedures and guidelines to be followed nothing in this Agreement shall be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any University policy, procedure, guideline or process referred to in this Agreement.
- 4.6 Two months prior to the nominal expiry date of this Agreement the University will initiate discussions with employee representatives on arrangements for the negotiation of a replacement agreement.

5. FLEXIBILITY TERM

- 5.1 The University and an employee covered by this Agreement may genuinely agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement for one or more of the following matters:
 - 5.1.1 the taking of long service leave but only where initiated by the employee;
 - 5.1.2 the taking of annual leave;
 - 5.1.3 superannuation in relation to maintaining arrangements previously agreed between the employee and the University where that employee at their discretion wishes to maintain those arrangements. Otherwise only in cases that are initiated solely by the employee.
- 5.2 The University will ensure that the individual flexibility arrangement:
 - 5.2.1 is in writing; and
 - 5.2.2 details the name of the employee and the University as the employer; and
 - 5.2.3 is signed by the authorised delegate of the University and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 5.2.4 includes details of:
 - 5.2.4.1 the terms of this Agreement that will be varied by the arrangement; and
 - 5.2.4.2 how the arrangement will vary the effect of the terms; and
 - 5.2.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 5.2.5 states the day on which the arrangement commences.
- 5.3 The University will give the employee a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 5.4 The University or the employee may terminate the individual flexibility arrangement:



- 5.4.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 5.4.2 if the University and employee agree in writing at any time.

6. EMPLOYEE CONSULTATION AND REPRESENTATION

- 6.1 The University is committed to directly consulting with all employees in relation to workplace relations, workplace change and human resource matters.
- 6.2 The University also recognises the role of employee representatives as defined below and the right of professional services employees to nominate employee representatives as defined below to represent them if they choose as provided for in this Agreement.
- 6.3 For the purposes of this Agreement, the term “employee representative” will mean a friend, colleague, a union official of the CPSU or the NTEU chosen by the employee to represent them. The employee representative will not be engaged by the employee as a practising barrister or solicitor in private practice.
- 6.4 The University recognises the rights of entry of a person who holds an appropriate permit under the Fair Work Act 2009, as amended.
- 6.5 Employee representatives who are employees of the University will, on written notification to the Vice- Chancellor, be allowed reasonable time from usual duties, with pay, to represent employees in relation to this Agreement.
- 6.6 Employees of the University who hold official positions with the CPSU and NTEU may also be granted leave of absence with pay to undertake training of up to 5 days per calendar year per employee representative on the following conditions:
 - 6.6.1 the content of the training will enhance their role in carrying out representational functions under this Agreement; and
 - 6.6.2 the University’s operating requirements permit the granting of the leave and is subject to the normal leave approval process. Other forms of leave may be utilised should 5 days per calendar year be exceeded.
- 6.7 Up to two professional services employees who hold formal senior positions in the CPSU and NTEU may apply for up to a combined total of ten (10) days per union, per calendar year paid leave to attend its respective national, state conference or other equivalent official forums. These professional services employees may also access their training leave under sub-clause 6.6 for the purpose of attending official union forums. A leave application form must be completed with supporting documentation attached and forwarded to the Manager Employment Relations. Leave will be subject to the University’s normal leave approval processes.
- 6.8 Employees and accredited union officials of the unions covered by this Agreement will be invited to attend the University’s induction process, currently known as “Getting to Know Your University”.
- 6.9 The University shall maintain a payroll deduction facility for union membership contributions in accordance with the University’s standard procedures for deductions.
- 6.10 While the University provides employee representatives employed as professional services employees by the University with access to the University’s electronic mail system for the purposes of carrying out functions under this Agreement, Information Technology policies apply to all users of the University’s information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use. Employee representatives may also have access to the University’s internal mail system for the purposes of carrying out functions under this Agreement, however compliance with all internal mail policies is a condition of its use.
- 6.11 Employee representatives may, with the approval of the University, hold meetings of professional services employees on the premises of the University at times and locations agreed between the employee representative and the University to discuss matters pertaining to their employment



including matters arising under this Agreement, provided that adequate notice shall be given to the University of the intention to hold such meeting and the location thereof, and that such meetings shall not be held during working hours.

- 6.12 With the approval of the University, employees may vary their meal breaks to allow them to attend such meeting, provided that they make up any time lost, on that day. Approval to vary meal breaks needs to be sought at least 48 hours prior to any meeting so alternate working arrangements can be made where necessary. The University will not unreasonably refuse a request to vary a meal break provided adequate notice is given.

7. CONSULTATIVE COMMITTEE

- 7.1 There will be a joint Consultative Committee to consult on and discuss the implementation of this Agreement. In addition, the Consultative Committee may act as one of the forums for discussion of workplace change, workplace issues, data and policies as provided for in this Agreement.
- 7.2 The joint Consultative Committee will include up to five University management representatives and up to three representatives nominated by each Union covered by this Agreement. The Committee will meet on a regular basis at intervals of not more than two months. However, a representative may instigate a Consultative Committee meeting, where required, within seven days' notice.

8. ANTI-DISCRIMINATION AND GRIEVANCES

- 8.1 The University will maintain and follow policies covering areas of employment equity and diversity and the prevention and appropriate management of grievances, bullying, harassment and discrimination. These policies assist the University and the University community to meet the legal obligations under the applicable state and federal laws.
- 8.2 While these policies attempt to provide frameworks to resolve complaints raised, nothing in this clause shall detract from the right of the employee or the University to pursue a matter of discrimination in the relevant State or Federal tribunal.
- 8.3 The University is committed to reviewing these policies and will consult with employees and the members of the joint Consultative Committee as provided for in clause 7.
- 8.4 Matters dealt with in accordance with the policies referred to in this clause will not be subject to clause 9 (Disputes Resolution Procedure).

9. DISPUTES RESOLUTION PROCEDURE

- 9.1 If a dispute relates to:
- 9.1.1 a matter arising under this Agreement; or
 - 9.1.2 the National Employment Standards
- this clause sets out the procedure to settle the dispute.
- 9.2 The employee who is a party to the dispute may choose to be represented by an employee representative (as defined in sub-clause 6.3) for the purposes of the procedure in this clause at any stage in the dispute resolution procedure.
- 9.3 In the first instance, the parties to the dispute will normally try to resolve the dispute at the workplace level, by discussions between the employee and their supervisor, or supervisor's supervisor. It is reasonable to expect that the relevant supervisor will respond within 3 working days.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter in writing to University management. A representative (as set out in sub-clause 9.2) may also initiate a matter on behalf of the employee with University management.
- 9.4.1 A meeting will be convened as soon as reasonably possible, but normally within 5 working days of University management receiving the written dispute.
 - 9.4.2 University management, the employee and, if the employee chooses, an employee



- representative will attend the meeting.
- 9.4.3 The party that initiated the dispute will be given an opportunity to explain the matter in dispute and the outcome they are seeking. The disputing party's views will be considered and a written response, including detail of any resolution reached, will normally be provided within 3 working days of the meeting.
- 9.5 While the parties are trying to resolve the dispute using the procedure in this clause:
- 9.5.1 the employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- 9.5.2 the employee must comply with a direction given by the University to perform other available work, unless:
- 9.5.2.1 the work is not safe; or
- 9.5.2.2 applicable workplace health and safety legislation would not permit the work to be performed; or
- 9.5.2.3 there are other reasonable grounds for the employee to refuse to comply with the direction; and
- 9.5.3 the University will maintain the pre-existing work, staffing or organization of work arrangements; and
- 9.5.4 industrial action will not be taken by any party to the dispute.
- 9.6 In special cases, and where both parties agree, the assistance of a mutually agreed private conciliator may be sought.
- 9.7 If discussions involving University Management does not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.8 The Fair Work Commission may deal with the dispute in 2 stages:
- 9.8.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 9.8.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 9.8.3 arbitrate the dispute; and
- 9.8.4 make a determination that is binding on the parties.
- 9.9 If the dispute is not referred to the Fair Work Commission or private conciliator within 10 working days after the procedure set out in sub-clauses 9.2 to 9.8 is complete, the employee will continue to perform their work as they would normally and/or in accordance with the University's reasonable direction, provided that neither party will be prejudiced in the resolution of the dispute.

Part 2 – Salaries, Progression, Promotion and Benefits

10. SALARY INCREASE

- 10.1 A lump sum salary payment of \$1000, (pro-rata part-time) was made to continuing and fixed term employees employed and on duty or approved leave, other than leave without pay, as at 15 November 2018, prior to the approval of this Agreement.
- 10.2 The full-time salary rates of pay set out in column 4 at Schedule A of this Agreement were adjusted by a \$1000 uplift to the salary prior to the Fair Work Commission's approval of this Agreement.
- 10.3 The full-time rates of pay applicable to the classifications covered by this Agreement are set out in Schedule A. These rates include the following increases:
- 10.3.1 1.3% from the first pay period commencing on or after 15 November 2019;



- 10.3.2 2% from the first pay period commencing on or after 15 November 2020;
- 10.3.3 2.5% from the first pay period commencing on or after 15 November 2021;
- 10.3.4 1.7% from the first pay period commencing on or after 30 June 2022.

All the above salary increases are reflected in Schedule A of this Agreement. Any backdated salary increase only applies to employees employed by the University at the time of the commencement of the Agreement [following approval by the Fair Work Commission].

11. SALARY STRUCTURE

The 5 level broad-banded salary structure described in Schedule A is designed to maintain skill levels across the full range of jobs, i.e. whether administrative, technical, general or professional; to ensure a remuneration base for positions requiring the same skill levels; and to create a simplified classification structure.

12. CLASSIFICATION CRITERIA

The salary of a professional services employee on appointment shall be to a classification level and step in Schedule A. The basis for the allocation of a salary level or levels, to any position or classification covered by this Agreement shall be on the determination of the appropriate level that accords with the Work Level Descriptors set out in Schedule C of this Agreement.

13. INCREMENTAL PROGRESSION

- 13.1 Permanent, fixed term and seasonal/part year or annualised professional services employees in Levels 1-2 to 6-7, other than those employees who have reached the competency bar within Levels 1-2, 3-4 and 6-7 or who are at the top of the classification level, are entitled to be considered for incremental progression through the steps within the level on an annual basis. This consideration is subject to satisfactory performance in accordance with the relevant classification level and the process for consideration of incremental progression as prescribed in clause 30 - Performance Enhancement and Planning. An employee will not be disadvantaged in receipt of an increment if a recent performance planner has not been completed through no fault of that employee. The process for consideration of incremental progression for Level 8/9 employees is as prescribed in clause 31 – Performance Enhancement and Planning for Level 8-9.
- 13.2 A professional services employee may be eligible for consideration of accelerated incremental progression in accordance with the University's relevant policies and procedures. This process including any decision is not subject to review or any dispute resolution process under this Agreement.
- 13.3 This Agreement provides for broad-banded classifications with competency bars at Levels 1-2, 3-4 and 6-7 which are consistent with the Work Level Descriptors in Schedule C.

The salary scales specified in Schedule A of this Agreement specify salary points where a progression bar exists. Employees will have the opportunity to seek advancement beyond such competency bars by demonstrating attainment against specified competency profiles.

Progression beyond the competency bars are contingent on the requirements set out below:

- 13.3.1 employees must, normally, have spent 12 months at the salary point specified as a competency bar.
- 13.3.2 progression through a competency bar requires the employee to have completed a current performance planner consistent with the requirements of clause 30 - Performance Enhancement and Planning of this Agreement.
- 13.3.3 supervisors must select the relevant competency profile for the position which identifies the requirements that permit progression beyond a barrier and affirm that the position requires the use of these competencies.
- 13.3.4 the employee and their supervisor must then confirm attainment of the competencies in the profile selected above and provide examples.



- 13.3.5 the relevant Director or Executive Dean reviews the information to ensure it warrants advancement beyond the barrier.
- 13.4 The competencies contain both a number of generic (i.e. University wide) competencies and a number of specific or streamed competencies (i.e. trades, technical, library, and administrative) commensurate within the level to distinguish the additional value of work performed at the higher level within a broad-banded position.

14. RECLASSIFICATION

- 14.1 Reclassification refers to the method by which employees may move between the classification levels provided in Schedule A of this Agreement. The method involves an assessment of the duties and responsibilities of the position within the Work Level Descriptors in Schedule C. Reclassification occurs in circumstances where an employee is performing higher level job duties on a non-temporary basis in their substantive position. A higher duties allowance may be more appropriate where the higher level job duties are of a temporary nature. Professional services employees are entitled to apply for reclassification in accordance with the University's professional services Employee Reclassification Policy.
- 14.2 An application for reclassification from Level 1-2 to Level 3-4, from Level 3-4 to Level 5; from Level 5 to Level 6-7 or Level 6-7 to Level 8-9 can be initiated by either the employee or the Head of Unit. The employee will normally have been on the top of the salary range for at least 12 months and complied with the requirements of performance planning as prescribed in clause 30. The University will consider the merits of the application which includes a valid position description and evidence requirements in making a determination. All of the employee's work is examined however the higher level work must constitute the major and substantial part of the position. Provided all documentation has been submitted and all other requirements have been met, an application will normally be assessed within four weeks of receipt in the Human Resources Division.
- 14.3 The Head of Unit and the employee will be notified of the outcome of the application in writing, including reasons where an application is declined.
- 14.4 Where an application is approved the reclassification will normally take effect from the date the application was received in the Human Resources Division and the salary rate will normally reflect the nearest higher salary step in the reclassified level as compared to the employee's current rate of pay.
- 14.5 A request for review must be made within 10 working days of being notified that an application by a Head of Unit is not approved and where the employee is of the view that their classification is incorrect or their Head of Unit is not prepared to recommend an employee's reclassification application. The request for review must indicate whether the employee elects to have the review undertaken by an independent reviewer or a committee of review. Such review will be in accordance with the University's Reclassification Policy.
- 14.6 The Reviewer will recommend whether in their view, the grounds of the review have been substantiated and, if so, whether they materially and adversely affected the outcome of the application.
- 14.7 The Review does not have the authority to confirm a reclassification.
- 14.8 A Reviewer shall mean:
- 14.8.1 an independent reviewer appointed by The Chief Administrative Officer following consultation with the employee; or
 - 14.8.2 a review committee that consists of:
 - 14.8.2.1 an independent chair chosen by the Chief Administrative Officer;
 - 14.8.2.2 a management representative; and
 - 14.8.2.3 an employee representative nominated by the union representatives of the



Consultative Committee referred to in clause 7.

- 14.9 Upon consideration of the Review recommendations the Chief Administrative Officer will approve or decline the application for reclassification. Where the Chief Administrative Officer approves the application for reclassification the reclassification will take effect in accordance with clause 14.4. The decision of the Chief Administrative Officer will be final. The employee will be notified of the outcome in writing, including reasons for the decision.
- 14.10 The employee will continue to be employed in their substantive level until the Chief Administrative Officer makes a decision and they have been notified of that decision.

15. SALARY PACKAGING (FLEXIBLE REMUNERATION)

- 15.1 Notwithstanding the salary rates for various classifications in this Agreement, a professional services employee may enter an agreement for an individual remuneration package, pursuant to this clause, which may result in their salary being reduced provided that:
- 15.1.1 the combined package of benefits including liability for fringe benefits tax, if any, and any administrative costs or charges, and the reduced salary is equivalent to the salary prescribed in this Agreement for that employee; and
- 15.1.2 the employee will be required to enter into an agreement with the University with terms and conditions that include:
- 15.1.2.1 the superannuable salary for both the rate of contribution and benefit purposes is calculated by reference to the salary specified in this Agreement.
- 15.1.2.2 for periods of paid leave the employee retains the reduced salary and benefits.
- 15.1.2.3 any additional remuneration is treated as additional salary but is not taken into account for superannuation purposes other than for fulfilling the University's obligations under superannuation guarantee provisions.
- 15.1.2.4 the employee shall be entitled to withdraw from, or renegotiate any salary and benefits package by notice in writing on the occurrence of any of the following:
- 15.1.2.4.1 where any change to laws affecting all or some of the elements of the salary and benefits package involves a financial disadvantage to the employee if they continued the salary and benefits package;
- 15.1.2.4.2 where an employee proceeds on a period of leave without pay for any period greater than 5 working days; or
- 15.1.2.4.3 any other events or circumstances approved by the University and where 4 weeks' notice in writing is provided.
- 15.2 Any withdrawal from any agreement by the employee in accordance with this clause shall be notified in writing to the University.
- 15.3 The University will not be responsible for any loss or disadvantage suffered by the employee arising from:
- 15.3.1 the cessation of any benefits payments;
- 15.3.2 any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of sub-clause 15.1.2;
- 15.3.3 the termination of an individual remuneration package by either party, unless otherwise specified in this Agreement;
- 15.4 The University will exercise its best endeavours to avoid or minimise any such loss which it



becomes aware of or which may arise.

- 15.5 In addition, the University will be entitled to recover any payment of salary and benefits paid in advance.

16. SUPERANNUATION

- 16.1 For the period prior to the first full pay period on or after 1 June 2022, this clause 16.1 applies:
- 16.1.1 the University will continue to make the minimum superannuation guarantee contribution on all ordinary time earnings for professional services employees with a fixed term appointment of less than 2 years or a substantive appointment on a part time basis of less than 50% of full time equivalent and all professional services casual employees; and
 - 16.1.2 for all other professional services employees the University will contribute 17% of the employee's ordinary time earnings (employer contribution). Employee contributions will be at the required rate by their eligible superannuation fund.
- 16.2 From the first full pay period on or after 1 June 2022, the following clauses will apply in place of clause 16.1:
- 16.2.1 the University will continue to make the minimum superannuation guarantee contribution on all ordinary time earnings for all professional services casual employees;
 - 16.2.2 for all other professional services employees, the University will contribute 17% of the employee's ordinary time earnings (employer contribution). Employee contributions will be at the rate required by their eligible superannuation fund; and
 - 16.2.3 the University will make superannuation guarantee contributions for continuing employees during approved periods of unpaid parental leave, as set out in clause 57 for a period of up to 12 months following the birth/adoption of a child(ren). Superannuation guarantee contributions will be calculated on the ordinary time earnings earned by the employee in the immediate preceding fortnight prior to commencing an approved period of parental leave.
- 16.3 Subject to sub-clause 16.4 below, the University's default superannuation provider is UniSuper.
- 16.4 With the enactment of Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004, notwithstanding sub-clause 16.3 above, professional services employees will continue to be offered freedom of choice in respect of fund membership and all superannuation contributions. The University will make contributions to a nominated superannuation fund in accordance with the requirements of Superannuation Guarantee (Administration) Act 1992 provided that the fund also complies with the Superannuation Industry (Supervision) Act 1993.

17. ANNUAL LEAVE LOADING

- 17.1 Annual leave loading will be paid on the first payday in December each year based on the proportion of the leave loading year (1 January to 31 December) worked by the professional services employees at the ordinary rate of pay as at 31 December of the leave loading year. Annual leave loading is paid to compensate for the notional loss of the opportunity to work overtime.
- 17.2 Professional services employees shall be granted an annual leave loading equivalent to 17.5% of 4 weeks (5 weeks for 7 day continuous shift workers) ordinary salary as at 31 December provided that the loading payable shall not, in any case, exceed the amount \$1579 which shall be fully indexed to annual percentage increases in the ABS Average Weekly Earnings of all males (Australia) over the 12 months preceding the May quarter of each year. For 7 day continuous shift workers ordinary pay will include shift penalties or other allowances payable on a regular basis.
- 17.3 Upon resignation or termination by the University an employee who has not been paid an annual



leave loading will be paid the loading.

18. PAYMENT OF SALARIES

- 18.1 Salaries including overtime and penalties shall be paid fortnightly into professional services employee nominated financial institution accounts.
- 18.2 Any entitlements payable on termination of employment will be paid to the employee within 7 days of the termination taking effect.

Part 3 - Types of Employment

19. EMPLOYMENT GENERALLY

- 19.1 The principal mode of employment is continuing employment. Nothing in this Part shall limit the number or proportion of Professional Service employees that the University may employ in a particular type of employment.
- 19.2 Nothing in this Agreement prevents a professional services employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.

20. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES

- 20.1 The University continues to be committed to reviewing, maintaining and implementing the Aboriginal and Torres Strait Island peoples' Employment Strategy in order to maximise employment opportunities for Aboriginal and Torres Strait Island People at the University.
- 20.2 For the purpose of the Employment Strategy the University will have an Aboriginal and Torres Strait Island Peoples Employment Steering Committee which will include a senior employee nominated by the Vice-Chancellor of the University.
- 20.3 During the life of the Agreement, the CPSU, NTEU and the University agree to work together to review and recommend strategies and actions to put to the Aboriginal and Torres Strait Island Peoples Employment Steering Committee and University management for consideration for the purpose of increasing the number and participation of Aboriginal and Torres Strait Island peoples employed across the University to 35 or 3% whichever is greater.

21. CONTINUING EMPLOYMENT

- 21.1 'Continuing employment' means all employment other than fixed term employment or casual employment. Continuing employment may be provided for on a full time or a fractional basis. Offers of continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out.

22. FIXED TERM EMPLOYMENT

- 22.1 Fixed term employment is for a specified term or ascertainable period, for which the instrument of engagement will specify the start and end date of employment or, in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project which will determine the end date of employment (fixed term employment).
- 22.2 Subclause 22.3 applies to fixed term contracts entered into after the commencement date of this Agreement. Subclause 22.3 does not affect the validity of fixed term contracts entered into prior to the date of this Agreement and the terms of clause 22 as set out in the University of Wollongong (General Staff) Enterprise Agreement 2014, immediately preceding continue to apply to those contracts. For purposes of conversion, clause 22.4 of this Agreement applies to pre-existing and new fixed term contracts of employment.



22.3 The use of fixed term employment will be limited to employment under the following categories:

Sub-clause	Category	Meaning
(a)	Specific task or project	a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
(b)	External funding	a position entirely paid from identifiable sources of external funding (excluding funding that is part of an operating grant from Government, or comprised of fees paid by or on behalf of students);
(c)	Research only	a research only position, for a period not exceeding 5 years;
(d)	Replacement employee	to temporarily: (i) replace, for a definable period, an ongoing Employee who is on leave, secondment, or performing higher duties; or (ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;
(e)	Recent professional practice	where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period not exceeding 5 years;
(f)	Pre-retirement	a pre-retirement contract for an ongoing Employee, for a non-renewable period not exceeding 5 years before the Employee's intended retirement date;
(g)	Enrolled student	to employ an enrolled student of the University for: (i) all or part of their candidature; or (ii) a period of up to 2 years, provided the appointment commences within 12 months of completion of the student's degree; provided it is not a condition of employment that the Employee undertake a studentship;
(h)	Secondment	a fixed term secondment where the Employee holds a substantive underlying appointment;
(i)	Discontinued teaching program	to fill a vacancy caused by the departure of an Employee engaged in the support of an existing teaching program that is to be discontinued, and the position is not to continue;
(j)	Disestablished organisational area	a position within an organisational area where the University has taken a definitive decision to discontinue the work. If the decision to discontinue the work is subsequently reversed, the University will offer conversion to ongoing employment.
(k)	New organisational area	a position within a new organisational area about which there is genuine uncertainty of continuing operations for a period up to 3 years.

22.4 Right to apply for conversion to continuing employment

22.4.1 The employee may apply for conversion to continuing employment on the same salary and classification Level if:

22.4.1.1 the University gives notice in accordance with clause 51 (Notice of Termination) of the intention to renew employment on the expiry of their fixed term employment; or

22.4.1.2 the employee has been reappointed in the same position on a second or subsequent fixed term appointment.

22.4.2 To be considered for conversion, the employee must:

22.4.2.1 have satisfactorily completed their probationary requirements;

22.4.2.2 have completed 3 years of continuous service in the relevant position;

22.4.2.3 have been originally appointed following a competitive, merit based selection process for the relevant position;

22.4.2.4 have performed satisfactorily in the position; and

22.4.2.5 satisfy the current selection criteria for the position.

22.5 Approval of conversion to continuing employment

22.5.1 The University will consider the employee's application and may refuse conversion on reasonable grounds, which will be limited to:

Sub-clause	Category	Meaning
(a)	Specific task or project	a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
(b)	External funding	a position entirely paid from identifiable sources of external funding (excluding funding that is part of an operating grant from Government, or comprised of fees paid by or on behalf of students);
(c)	Research only	a research only position, for a period not exceeding 5 years;
(d)	Replacement employee	to temporarily: (i) replace, for a definable period, an ongoing Employee who is on leave, secondment, or performing higher duties; or (ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;
(e)	Recent professional practice	where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period not exceeding 5 years;
(f)	Pre-retirement	a pre-retirement contract for an ongoing Employee, for a non-renewable period not exceeding 5 years before the Employee's intended retirement date;
(g)	Enrolled student	to employ an enrolled student of the University for: (i) all or part of their candidature; or (ii) a period of up to 2 years, provided the appointment commences within 12 months of completion of the student's degree;

Sub-clause	Category	Meaning
		provided it is not a condition of employment that the Employee undertake a studentship;
(h)	Secondment	a fixed term secondment where the Employee holds a substantive underlying appointment;
(i)	Discontinued teaching program	to fill a vacancy caused by the departure of an Employee engaged in the support of an existing teaching program that is to be discontinued, and the position is not to continue;
(j)	Disestablished organisational area	a position within an organisational area where the University has taken a definitive decision to discontinue the work. If the decision to discontinue the work is subsequently reversed, the University will offer conversion to ongoing employment.
(k)	New organisational area	a position within a new organisational area about which there is genuine uncertainty of continuing operations for a period up to 3 years.

22.5.2 The employee will normally be notified in writing if their application has been approved or refused within 6 weeks of the application being submitted to the Human Resources Division. If there is any delay in the decision making process, the employee will be notified and advised of the anticipated date they will be notified of the outcome.

22.6 Renewal of fixed term positions

22.6.1 The University will provide a fixed term employee notice of its intention to renew or not to renew their employment at least 4 weeks prior to their employment end date.

22.6.2 Where the University has made a decision to continue the position occupied by a current fixed term employee the employee will ordinarily be offered further employment in that position on a fixed term basis, subject to the following:

- 22.6.2.1 the employee has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required; and
- 22.6.2.2 has demonstrated suitable performance and conduct in the fixed term position; and
- 22.6.2.3 the employee was appointed following a competitive, merit based selection process for the same or substantially similar position.

23. CASUAL EMPLOYMENT

- 23.1 'Casual employment' is for work which is normally irregular and for a short duration (casual employment).
- 23.2 Casual employees are engaged by the hour and paid on an hourly basis. In addition to the base hourly rate of pay casual employees are paid a loading of 25% in lieu of all paid leave (except long service leave) and shift penalty rates within the span of hours applicable to the position.
- 23.3 Casual employees will not be required to work more than 10 hours in any one day or 70 hours in any fortnightly pay cycle and thus will not work overtime.
- 23.4 The minimum period of engagement for a professional services casual employee will be as follows:
 - 23.4.1 casual employees who are students (including post graduate students) who are expected

to attend the University on that day in their capacity as students shall have a minimum period of engagement of one hour. For the purpose of this sub-clause, a student will be taken as being expected for attendance on any day Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution.

- 23.4.2 casual employees with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one hour.
- 23.4.3 where the demands of the work dictate a period of no more than one hour the minimum period of engagement shall be one hour. Specific categories where this minimum period of engagement applies are weather readers, casual animal house attendants, note-takers for students with disabilities and interpreters.
- 23.4.4 research assistants who on any one day can vary their hours to meet personal circumstances shall have a minimum period of engagement of one hour.
- 23.5 All other casual employees shall have a minimum period of engagement of three hours.
- 23.6 In order to meet personal circumstances, a casual employee may request and the University may agree to an engagement for less than the minimum of three hours.

24. CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

24.1 Eligibility for conversion

- 24.1.1 The employee may apply in writing for conversion to continuing or fixed term employment on the same salary and classification level if:
 - 24.1.1.1 they have been employed on a regular and systematic basis; and
 - 24.1.1.2 in the same or a similar and identically classified position in the same department (or equivalent), and either:
 - i. have worked an average weekly hours equal to at least 50% of the ordinary weekly hours that would have been worked by an equivalent full time employee over the immediately preceding 12 months; or
 - ii. worked over the immediately preceding 24 months.
- 24.1.2 For the purpose of this sub-clause, occasional and short term work performed by the employee in another classification, position or department will not:
 - 24.1.2.1 affect the employee's eligibility for conversion; or
 - 24.1.2.2 be considered when determining whether the employee meets the eligibility requirements; or
 - 24.1.2.3 be used to calculate entitlements.

24.2 Consideration of application for conversion

- 24.2.1 The University will consider the employee's application and may refuse conversion on reasonable grounds, which will be limited to:
 - 24.2.1.1 the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - 24.2.1.2 the employee is a genuine retiree;
 - 24.2.1.3 the employee is performing work which will either cease to be required or will be performed by another employee within 26 weeks (from the date of application);
 - 24.2.1.4 the employee has primary employment with the University or another employer;
 - 24.2.1.5 the employee does not meet the essential requirements of the position; or



- 24.2.1.6 the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 24.2.2 The employee must not be engaged then reengaged or have hours reduced in order to avoid any obligation under sub-clause 24.1.
- 24.3 Outcome of Application
 - 24.3.1 The employee will be notified in writing if their application has been approved or refused within 6 weeks of the application being submitted to the Human Resources Division. If there is any delay in the decision making process, the employee will be notified and advised of the anticipated date of the decision.
 - 24.3.2 Where an application for conversion is approved the employee will be provided with a new employment contract for a continuing or fixed term appointment.
 - 24.3.3 Regular and systematic service that is the basis for conversion will count as service for the purpose of calculating any entitlements relating to paid parental leave, notice of termination and separation payments.

25. SEASONAL/PART YEAR, ANNUALISED EMPLOYMENT PAYMENT OPTIONS

- 25.1 Before being employed in either seasonal/part year employment or annualised employment a professional services employee shall be given an initial choice of which of these two types of payment options they would prefer being employed under.
- 25.2 **Seasonal/Part Year Employment**
 - 25.2.1 **General**
 - 25.2.1.1 “Seasonal” or “part-year” employees, are employees appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University consistent with, or as subsequently varied by agreement with the seasonal or part-year employee.
 - 25.2.1.2 During the periods of the calendar year that the employee is not required to perform work, the employee’s employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.
 - 25.2.2 **Accrual of pay**
 - 25.2.2.1 In respect of the periods or seasons of work for which they are engaged, seasonal, part-year employees will be paid on the same basis as comparable, full time or part time continuing employees, as the case may be.
 - 25.2.3 **Leave Entitlements**
 - 25.2.3.1 Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the employee during the periods or seasons of work for which the seasonal, part year employees are engaged.
 - 25.2.4 **Public Holidays**
 - 25.2.4.1 Part-year and seasonal employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.



25.2.5 Termination of Employment

25.2.5.1 In the event that the employment of a part year or seasonal employee ceases, for whatever reason, and the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee.

25.3 Annualised Employment

25.3.1 General

An “annualised hours employee” is an employee engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year), scheduled to work over a period of less than 52 weeks, as determined and offered by the University, consistent with sub-clause 25.2.1 of this Agreement, or as subsequently varied by agreement with the annualised hours employee.

25.3.2 Accrual of Pay

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

25.3.3 Leave Entitlements

Annualised hours employees will be entitled to receive the leave entitlements of a full time employee on a proportional basis determined by the number of annualised ordinary hours required to be worked by the employee within the year.

25.3.4 Public Holidays

Annualised hours employees will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

25.3.5 Overtime

Annualised hours employees will be eligible for overtime in the same manner as full time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

25.3.6 Additional Hours

Where in any year, an annualised hours employee works in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

25.3.7 Alteration of Annual Hours

In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the annualised hours employee shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

25.3.8 Termination of Employment

In the event that the employment of an annualised hours employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:

25.3.8.1 if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of



termination. The employee may off-set any such amounts against any entitlements owing to the employee; and

- 25.3.8.2 if an employee has performed work for which they have not yet received pay by the University, the University will pay to the employee such amount as at the date of termination.

26. PART-TIME EMPLOYMENT

- 26.1 The University may employ professional services employees as part time employees. A part-time employee is an employee engaged as such working a regular number of hours per week; such hours being less than the corresponding full time hours prescribed for the salary classification.
- 26.2 Where a part time employee's regular number of hours per week will vary for a foreseeable period of time a variation of work hours should normally be submitted.
- 26.3 Where a part time employee works hours in addition to their employee regular hours of work per week on an ad hoc basis, but not in excess of the ordinary hours of duty for a full time employee, in the same classification such employee shall be paid at the ordinary rate of pay for each additional hour so worked. The part time employee shall accrue proportionate annual leave and long service leave for the additional hours worked.
- 26.4 Except where provided for in this clause, part time employees are entitled to access the overtime provisions under this Agreement.
- 26.5 A part time employee shall be paid on a proportionate basis to the appropriate full time employee, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.

27. PROBATION

- 27.1 Notwithstanding anything elsewhere contained in this Agreement, the University may employ a professional services employee on a probationary basis.
- 27.2 The period of probation shall be for a period of up to six months. In all instances there will be a mid-point review after three months. Employees at Level 1-2 and 3-4 can be confirmed at the three month review providing their performance is satisfactory.
- 27.3 The supervisor must ensure that any concerns regarding performance of the employee are identified and discussed with the employee at the mid-point review. Identified concerns are to be confirmed in writing to the employee. Consideration will also be given to any appropriate training or other forms of support to address those concerns.
- 27.4 Where a probationary period has previously been completed by a continuing employee and they are employed in another position at the same salary level and classification with the same or similar duties, no further probationary period will be required. If however, they are employed in another position at a higher salary and classification level, the requirement for a further probationary period will be assessed by the University on a case by case basis.
- 27.5 Where a probationary period has previously been completed by a fixed term employee and they are employed on a second or subsequent fixed term contract for the same position, or substantially similar position as determined by the University, no further probationary period will be required. In other instances a further probationary period will apply.
- 27.6 Where an employee is reclassified in accordance with clause 14 (Reclassification) there is no requirement for a further probationary period.
- 27.7 Notwithstanding any provision contained elsewhere in this Agreement, the employment of a probationary employee may be terminated by the University or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

Part 4 - Development and Performance

28. CAREER DEVELOPMENT

- 28.1 The University is committed to training, skills acquisition and development including:
 - 28.1.1 developing a more highly skilled and flexible workforce;
 - 28.1.2 providing employees with career opportunities through appropriate training to acquire additional skills;
 - 28.1.3 removing barriers to the utilisation of skills acquired;
 - 28.1.4 equitably providing access to training for all employees.
- 28.2 The University will provide:
 - 28.2.1 a core curriculum of training needs and skill requirements for all levels of employees;
 - 28.2.2 widely available group based programs which respond to these requirements;
 - 28.2.3 components which encourage the development of communication, cooperation and negotiation skills;
 - 28.2.4 components which encourage the development of skills in productivity and performance measurement including, total quality management;
 - 28.2.5 a system by which employees may self-nominate to receive information about internal vacancies including secondments.

29. STUDY TIME

- 29.1 Study time is available to assist professional services employees undertaking external or part-time courses approved by the University. The study time provisions are contained in the University's Study Time Policy.

30. PERFORMANCE ENHANCEMENT AND PLANNING

- 30.1 The performance planning system will be used for all continuing professional services employees and those with fixed term contracts where appropriate.
- 30.2 The goals of this system are as follows:
 - 30.2.1 to maintain a high standard of work performance;
 - 30.2.2 to improve work performance by highlighting the employee's strengths and weaknesses;
 - 30.2.3 to establish goals for individual development and growth;
 - 30.2.4 to ensure the employee's participation in management planning and development;
 - 30.2.5 to assist the employee to develop their full potential;
 - 30.2.6 to acknowledge outstanding performance and give credit where due;
 - 30.2.7 to enable problems to be identified and dealt with at an early stage; and
 - 30.2.8 to provide for fair and equitable workloads.
- 30.3 To support the goals of performance enhancement as outlined in sub-clause 30.2 above, any unsatisfactory performance or conduct issues should be dealt with under Clause 35 Unsatisfactory Performance and Misconduct.
- 30.4 Each employee shall have a nominated supervisor and that supervisor shall be responsible with the employee for completing the performance planner.
- 30.5 A performance planner should be completed on an annual basis. The resulting document is maintained online within the University's Performance Management system. Employees who have access to the system include those under subclause 30.8 below as well as those employees for administrative purposes in the course of their duties.
- 30.6 The performance planner will, as a minimum, contain the following: a statement of planned goals



- for the annual period, a career development plan to enhance performance in the current role and career in the University, and an assessment of the likely impact of workload in the coming year.
- 30.7 The employee may, for whatever reason, invite another employee to participate, in a support role, in the performance planning session.
- 30.8 The performance planning document will remain confidential at all times. It is shared between the employee and their nominated supervisor. Other employees with supervisory responsibility for the employee (e.g. a co-supervisor and/or the supervisor's own supervisor) should participate in the Performance Planning process. Executive Deans or Directors have access to the documents for all employees in their respective Faculty or Division.
- 30.9 A performance planner will need to be completed on an annual basis to support and accompany the following requests:
- 30.9.1 probation reviews
 - 30.9.2 incremental progression
 - 30.9.3 accelerated incremental progression
 - 30.9.4 reclassification
 - 30.9.5 attraction and retention allowance
 - 30.9.6 study time
 - 30.9.7 development leave
 - 30.9.8 job rotation
 - 30.9.9 external conferences funded by employee development
 - 30.9.10 any other process identified from time to time
- 30.10 An employee will not be disadvantaged in this regard if a recent performance planner has not been completed through no fault of that employee.
- 30.11 All comments made by a supervisor(s) on an employee as part of any of these requests will be available to the employee who will then have the opportunity to input any comments.
- 30.12 It is acknowledged that supervisors need to be trained in the conduct of performance planning and that appropriate training sessions should be conducted on a regular basis.
- 30.13 In response to a request for a report on incremental progression, supervisors shall discuss performance of duties with the employee not later than one month before an increment is due.
- 30.14 Where an employee is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan as mentioned in sub-clause 30.11 above e.g. an increment, the employee may appeal the matter to the Director Human Resources. Where significant obstacles have prevented achievement, this will be taken in to account as part of the appeal. The Director Human Resources will discuss the matter with the employee and with the supervisor before making a decision. An employee may request advice and assistance in this process from their employee representative.
- 30.15 Where an increment is not approved, a review will be scheduled within 6 months' time.

31. PERFORMANCE ENHANCEMENT AND PLANNING FOR LEVEL 8-9

- 31.1 The additional requirements for performance planning contained in this clause apply to professional services employees classified in Level 8-9 only.
- 31.2 Employees in the Level 8-9 classification shall only be entitled to annual incremental progression if the conditions in this clause are met.
- 31.3 Each employee in this classification shall be required to prepare an annual performance planner. This planner shall be prepared annually with their supervisor, and shall include goals to be achieved over the forthcoming year.
- 31.4 The performance planner shall be reviewed and approved by the relevant delegated officer of the



University.

- 31.5 If all performance goals for a year are met, the employee shall be paid the increment on the usual anniversary date. If the goals are not met, incremental progression shall be withheld until the goals are met.
- 31.6 The relevant delegated officer is authorised to approve incremental progression if significant obstacles prevent the achievement of performance goals in any particular year.
- 31.7 Where an employee is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan, the employee may appeal the matter to the Director Human Resources. Where significant obstacles have prevented achievement, this will be taken in to account as part of the appeal. The Director of Human Resources will discuss the matter with the employee and with the supervisor before making a decision. An employee may request advice and assistance in this process from their employee representative.
- 31.8 Where an increment is not approved, a review will be scheduled within 6 months' time.

32. PERFORMANCE OF DUTIES

- 32.1 The University may direct a professional services employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure salary rates and Work Level Descriptors set out in this Agreement, provided any such directions are not designed to promote deskilling.
- 32.2 The University may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 32.3 Any direction issued by the University pursuant to this clause shall be consistent with the responsibilities of all parties under Workplace, Health and Safety legislation and the University's WH&S policies.
- 32.4 It is recognised that employee workloads can vary from time to time, particularly at certain times of the year due to operational requirements. Supervisors have a responsibility to allocate and monitor workloads. Where an employee has a concern that their ongoing workload is excessive the employee should discuss the matter in the first instance with their supervisor. The next line manager and/or HR Advisor can also be an avenue to discuss the employee's concerns. Where a matter in relation to workload remains unresolved it can be referred to the Chief Administrative Officer or nominee for consideration. Any decision of the Chief Administrative Officer or nominee will be final. Any decision of the Chief Administrative Officer or nominee is not subject to the dispute resolution procedures under this Agreement. An employee can be supported by their employee representative throughout this process.

33. WORK HEALTH AND SAFETY

- 33.1 The University acknowledges the need to maintain a safe and healthy workplace and to ensure compliance with the Work Health and Safety Act NSW 2011 and the Work Health and Safety Regulation NSW 2017.
- 33.2 New employees to the University are offered WHS induction training and it is expected that all new employees will complete this training within not more than six months of commencement with the University.
- 33.3 Where an employee has an additional designated formal WHS role by way of their job duties or committee membership it will be recognised as a formal part of their job responsibilities.
- 33.4 The appropriate channels for raising WHS issues include the relevant supervisor, Workplace Advisory Committee, WHS Committee or the WHS Unit. Any aspect of this clause or WHS generally is not subject to the dispute resolution procedures under this Agreement.



34. POSITION DESCRIPTION

- 34.1 Each continuing and fixed term professional services employee, other than a fixed term professional services employee appointed for a period of one year or less, shall, upon commencement be provided with a position description which contains the designation and classification of the position occupied. It is the responsibility of the supervisor in consultation with the employee to review the position description from time to time to accurately reflect the duties and responsibilities of the position. Where there is disagreement, the position description will be referred to the Director of Human Resources for final determination. Any decision of the Director of Human Resources is not subject to the dispute resolution procedures under this Agreement.

35. UNSATISFACTORY PERFORMANCE AND MISCONDUCT

- 35.1 The University's guidelines on unsatisfactory performance and misconduct for professional services employees are applied in all cases of unsatisfactory performance and possible misconduct. Any proposed changes to the guidelines will be subject to consultation in the Consultative Committee.
- 35.2 Where there is an ongoing or serious concern regarding an employee's unsatisfactory performance or an instance of possible misconduct, the supervisor is required to consult with Human Resources. Should an employee be required to attend any formal meeting as provided for under the guidelines they will be advised of details of the meeting including the purpose of the discussion, provided with access to a copy of the guidelines and their right to seek the advice or assistance of a professional services employee representative which by definition includes CPSU and NTEU representatives.
- 35.3 In all cases of unsatisfactory performance or possible misconduct employees can expect that they will be given opportunity to respond to any concerns or allegations. At any stage during this process the employee may seek the advice or assistance of a professional services employee representative which by definition includes CPSU and NTEU representatives.
- 35.4 No adverse report against a professional services employee shall be placed in an employee's record unless that employee has first had the opportunity to answer such report and such answer will be concurrently recorded with the adverse report.

Part 5 – Working Arrangements

36. HOURS OF WORK

36.1 Weekly Hours

- 36.1.1 The hours of work for full-time professional services employees are 35 hours per week. Unless specified otherwise, the normal work pattern is 5 days per week, 7 hours per day.
- 36.1.2 The hours of work for part-time professional services employees will be less than 35 hours per week. The hours of work and work pattern will be advised in their employment contract or other formal documentation issued by the Human Resources Division.
- 36.1.3 Nothing in this clause will prevent the University and the employee from entering into a flexible working arrangement

36.2 Span of Hours

- 36.2.1 Employees are required to complete their agreed hours of work at times suitable for the operational requirements for the function. Work should be undertaken on the days and times set out in the Span of Hours Table below.

Span of Hours			
The hours of work for full-time professional services employees are 35 hours per week ordinarily performed 5 days per week, 7 hours per day			
Sub-clause	Work area/positions	Days	Times
36.2.1.1	Landscape, maintenance, construction and joinery	Monday, Tuesday, Wednesday, Thursday, Friday	6.00am to 6.00pm
36.2.1.2	Technical and laboratory	Monday, Tuesday, Wednesday, Thursday, Friday	8.00am to 10.15pm
		Saturday	8.00am to 12.00pm
36.2.1.3	Library	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday	8.00am to 10.15pm
36.2.1.4	Information research officers in the Library	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday	7.00am to 11.00pm
36.2.1.5	Early Start and Science Space Customer Experience	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday	8.00am to 10.15pm
36.2.1.6	Administrative, information and technology (except as provided in sub-clause 36.2.1.8) and related work areas	Monday, Tuesday, Wednesday, Thursday, Friday	8.00am to 7pm
36.2.1.7	Cleaning	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday	5.00am to 9.30pm
36.2.1.8	Information and technology related employees primarily responsible for analysing and supporting the functionality and operation of the University's IT systems	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday	Any time
36.2.1.9	Sydney Business School	Monday, Tuesday, Wednesday, Thursday, Friday	8.00am to 9.30pm
		Saturday	8.00am to 6.00pm
		Sunday	8.00am to 6.00pm

36.2.2 Where a supervisor needs to roster employees specified in sub-clause 36.2.1.5 past 6.00pm, the supervisor will in the first instance call for expressions of interest from all employees at the appropriate level with the requisite skills within the same area prior to rostering any employee(s).

37. ROSTERED EMPLOYEES - WORK ROSTERS

- 37.1 Where a professional services employee is required to work according to a roster, the following provisions shall apply:
- 37.1.1 Work rosters shall be posted in a readily accessible place.
- 37.1.2 All rosters shall indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- 37.1.3 Changes of shift in rosters shall be notified at least 72 hours before they become operative.
- 37.1.4 Changes of rosters shall be notified at least seven days prior to becoming operative provided that a shift or roster may be changed at any time to enable the function of the University to be carried on, where another employee is absent from duty on account of illness or in an emergency, but provided further that if such alteration involves an employee working on a day which would have been the employee's day off, such time worked on that day shall be paid for at overtime rates.
- 37.1.5 Places in shifts or rosters may be interchanged by agreement between the employee and the University, provided that the University shall not incur additional shift or overtime penalties as a consequence of the interchange.

38. SHIFT PENALTIES

- 38.1 The following shift definitions and associated shift penalty rate will apply to all employees engaged to undertake shift work:

The shift penalty rate is payable only for the hours worked within the defined time period set out in the table below			
Sub-clause	Shift	Time period	Shift Penalty Rate
38.1.1	Day	6am to 5:59pm	0%
38.1.2	Evening shift	Hours in a shift worked between 6pm and 11:59pm, Monday to Friday	15%
38.1.3	Night shift	Hours in a shift worked between 12am and 5:59am, Monday to Friday	17.5%
38.1.4	Saturday shift	Any hours in a shift worked on Saturday	50%
38.1.5	Sunday shift	Any hours in as shifts worked on Sunday	100%

- 38.2 Shift penalty rates are not compounded with additional shift penalty rates or overtime rates.
- 38.3 Shift penalties may be eliminated where the employee has a pattern of payments which is regular and systematic. Employees will be consulted before any annualised shift penalty payments are introduced.

39. WORKING HOURS - MAINTENANCE AND JOINERY

- 39.1 A 9-day fortnight arrangement exists in the maintenance and joinery areas. Maintenance employees have staggered commencement times to ensure that needs of the Unit are met. Employees in the maintenance and joinery areas have rostered days off with a schedule agreed with the relevant supervisor.

40. MEAL BREAKS

- 40.1 Not less than thirty minutes and except with the permission of the University not more than one hour shall be allowed for each meal provided that where professional services employees are called upon to work any portion of their meal hours such time shall count as part of their ordinary working hours.
- 40.2 An employee shall not be required to work overtime beyond 6:00 pm without a meal break of at least thirty minutes which shall not count as time worked. An employee will not be required to work more than five hours without a meal break.
- 40.3 This clause shall not apply to employees who are shift workers where no meal break is taken but a paid crib break is allowed.
- 40.4 An employee is allowed a morning tea break which is limited to a total absence from work of 15 minutes. There is no afternoon tea break.

41. WASHING TIME

- 41.1 Five minutes shall be allowed at a meal time and at the end of the working day for the purpose of washing, where dirty working conditions so require.

42. OVERTIME

- 42.1 The University may require a professional services employee to work reasonable overtime. Wherever possible, an employee shall be given at least forty-eight hours' notice of any overtime to be worked. An employee shall not be required to work overtime where they can satisfy the University that there is good and sufficient reason why they cannot work overtime that day.
- 42.2 Where overtime is worked as required by the University:
 - 42.2.1 All overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half of the ordinary rate of pay for the first 2 hours and double the ordinary rate of pay thereafter.
 - 42.2.2 All overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work on Sundays for feeding animals, watering, etc. and such overtime is of a duration of less than 3 hours, the minimum payment shall be for 3 hours.
 - 42.2.3 All overtime worked on a public holiday shall be paid at two and one half times the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work for feeding animals, watering, etc. and such overtime is of a duration of less than 3 hours, the minimum payment shall be for 3 hours.
- 42.3 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days:
 - 42.3.1 An employee who works so much overtime between the termination of ordinary duty on one day and the commencement of ordinary duty on the next day that there is not at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, and such employee shall not report for duty during the next period of ordinary duty before the expiration of a period of not less than 10 hours of duty from the completion of the overtime worked unless directed otherwise by the University.
 - 42.3.2 If on the instructions of the University such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid at overtime rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive



hours off duty without loss of pay for ordinary working time occurring during such absence.

- 42.3.3 For shift workers 8 hours is substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.
- 42.4 Where an employee has been instructed to report for duty for pre-arranged overtime on a day which the employee would not have been required to work and on reporting for duty on that day finds that no overtime is available, the employee shall be paid 3 hours overtime at the overtime rate for that day.
- 42.5 Each day's overtime shall stand alone and shall be calculated to the nearest quarter of an hour.
- 42.6 Time worked within University approved flexible or variable hours of work systems do not attract overtime payments.
- 42.7 Employees at the Level 8-9 salary classification are not entitled to overtime payments. The University may in special circumstances approve payment or time off in lieu.
- 42.8 Where an employee performs duty in respect of which the employee is entitled to receive any overtime payment and the employee is agreeable to the granting of time off in lieu of overtime payment, the University may, instead of making that overtime payment, grant to the employee time off for a period equivalent to the full overtime payment in hours which would have been payable e.g. 4 hours overtime worked at double time is equal to 8 hours' time off in lieu (TOIL) of overtime payment.
- 42.9 The maximum number of hours of TOIL of overtime payments that may be accumulated under this clause by an employee shall not exceed the number of hours in the employee's ordinary working week.
- 42.10 Time off which is accumulated pursuant to this sub-clause shall be taken at a time mutually agreed upon between the employee concerned and the University, provided that the time off shall be taken within a period of 3 months from the time that the overtime was performed.
- 42.11 Employees called back for work after leaving the University's premises shall be paid at the appropriate overtime rate for a minimum of 4 hours. Each call shall stand alone. This sub-clause shall not apply in cases where it is customary for an employee to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.

43. EMPLOYMENT MOBILITY

- 43.1 A continuing professional services employee may be transferred to another vacant position at the same level without advertisement of the vacancy being required.
- 43.2 This provision also applies to continuing employees wishing to transfer from a part time position to a full time vacancy at the same level or from a full time position to a part time vacancy.
- 43.3 The employee seeking the transfer must either meet any essential requirements of the position being sought or be able to obtain those requirements within six months.
- 43.4 Such transfers are at the discretion of the University as to whether they occur or the vacancy is advertised. However, where an employee's request for such a transfer is not approved, reasons will be provided to the employee in writing.
- 43.5 In some cases, approval may be given by the University to a trial arrangement for a period of up to nine months.

44. FLEXIBLE WORKING HOURS

- 44.1 Introduction of flexible or variable working hours should allow professional services employees to work ordinary hours of duty outside the daily or weekly spread of hours prescribed in this Agreement provided that ordinary duty worked under flexible or variable working hours arrangements will not attract shift penalties, weekend penalties, public holiday penalties or

overtime payments.

- 44.2 The University's flexible working hours system as prescribed in the University's Operation of Flexible Hours of Work policy may be extended to other areas of the University where it is feasible to do so and by agreement between the relevant Head of Unit and employees concerned. The relevant Executive Dean [or equivalent] or Director will not unreasonably deny access to the system and will provide reasons to the employee where a request for flexible working hours has been denied.
- 44.3 Systems with variations to the areas of core time, bandwidth, accounting period, accumulation, utilisation of credit in core time and/or lunch period may be agreed between the relevant Head of Unit and employees concerned provided that the modified system meets the operational needs of the area. Any modified system must be formally documented and operate in conjunction with the University's time and attendance policy.
- 44.4 Any proposal to introduce the standard flexible working hours system or a modified system in accordance with this clause into an area shall be discussed within the Consultative Committee where the affected employee(s) so requests.

45. FLEXIBLE WORKING ARRANGEMENTS

- 45.1 Employees who have completed at least 12 months' continuous service may request a change in their work arrangements due to personal circumstances. Any request must be in writing setting out the details of the change sought, including the duration, and the reasons for the change. The University will genuinely consider a request including any associated impacts on the work unit. The University will provide a written response as to whether the request is approved, or not approved within 21 days'. Any request that is not approved, will be based on reasonable business grounds, and the reasons provided to the employee.
- 45.2 Flexible working arrangements may include but are not limited to job sharing arrangements, hours of work, working remotely, career breaks and part year employment.

46. MEDICAL EXAMINATIONS

- 46.1 Where a professional services employee has engaged in work duties associated with infectious or contagious material or infected animals; working continuously with toxic substances the employee shall be refunded the cost incurred in obtaining medical examinations and reports subject to the prior approval of the University. An employee shall be provided with a copy of such reports upon request.
- 46.2 Employees engaged in the handling, preparation of, or other work involving exposure to radioactive or ionising radiation sources or x-rays shall be provided by the University medical examinations as required by law.
- 46.3 Where an employee is engaged on work which makes the employee more than normally liable to contract tetanus the employee shall be refunded the cost incurred in obtaining immunisation injections subject to the prior approval of the University.

47. ALLOWANCES

47.1 Overtime Meal Allowances

- 47.1.1 A professional services employee when required to work overtime will be paid a meal allowance in addition to any overtime payment as follows:
- 47.1.1.1 when required to continue working beyond two hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00 pm); or
 - 47.1.1.2 when required to work overtime for more than five hours on a Saturday, Sunday; or
 - 47.1.1.3 public holiday; or



- 47.1.1.4 when required to commence duty at or before 6.00 am being at least an hour before the employee's usual starting time.
- 47.2 The University will review this allowance annually in accordance with the sum approved by the Australian Taxation Office and update these allowances on the University's website.
- 47.3 First Aid Allowance**
- 47.3.1 A professional services employee appointed as a University first aid officer shall be paid an allowance at the rate of \$737 per annum during the period of appointment. This rate will be adjusted annually in accordance with the November annual CPI movement.
- 47.4 Travel and Meal Allowances**
- 47.4.1 Professional services employees will be reimbursed for travel and associated expenses incurred on University business. Reimbursement may be on the basis of reimbursement of actual expenses or payment of per diem allowances. Approval, organisation and reimbursement must be consistent with the University's policy on travel and entertainment. Work absences due to travel on University business must be recorded through the travel authorisation process.
- 47.4.2 The quantum of travel, mileage and meal allowances payable by the University shall be consistent with the allowances approved by the Australian Taxation Office (ATO) as reasonable and shall be adjusted consistent with ATO movements during the life of this Agreement.
- 47.5 Higher Duties Allowance**
- 47.5.1 An employee who is appointed temporarily to perform all of the duties of a higher classified position for a period of 5 days or more will be paid an allowance for all the time during which the employee performs such duties. The rate of the allowance shall normally be the difference between the employee's ordinary rate of pay and the minimum salary of the higher classified position.
- 47.5.2 A higher duties allowance will not normally be paid to a professional services employee for a period exceeding six months unless the opportunity has been competitively advertised.
- 47.5.3 For development purposes an employee may be appointed to temporarily act in a higher role even if they do not meet the minimum requirements for the position. Normally, a more experienced employee would be appointed to act in the higher role. A full allowance normally will not be approved for an employee without the minimum requirements of the position.
- 47.5.4 No allowance shall be payable to a designated relieving employee or a relieving employee who is recognised as the deputy or assistant of a more senior employee and whose normal duties as specified by their job description include deputising for that more senior employee.
- 47.5.5 Employees who undertake a significant proportion of the duties of a higher level position, but not all of the duties, will at least be paid an allowance to a salary step half way between their substantive level and the minimum of the level to which they are relieving.
- 47.5.6 An employee who receives a higher duties allowance will be paid such an allowance for approved paid leave while receiving the higher duties allowance based on the amount accrued during the period of higher duties.
- 47.5.7 While relieving in a higher position, the employee's eligibility for incremental progression on their substantive position remains unchanged. In the case where an employee receives an increment at their substantive level during a period of relief, the higher duties allowance shall remain unchanged.
- 47.6 Trades Allowances**



47.6.1 A range of other allowances are payable to trades employees in specific circumstances and are listed in Schedule B. These allowances will be adjusted in accordance with future salary increases provided for in this Agreement.

47.7 Clothing and Safety Equipment

47.7.1 Where the University requires a professional services employee to wear a uniform, protective clothing or safety equipment, such uniform, protective clothing or safety equipment shall be provided by the University and, where appropriate, be maintained, laundered, dry-cleaned or replaced at the expense of the University. Provided that the University may pay an appropriate allowance to the employee concerned in lieu of maintaining, laundering, dry-cleaning or replacing such uniform, protective clothing or safety equipment. Any clothing or safety equipment which is provided by the University pursuant to this sub-clause shall remain the property of the University and shall be returned by the employee on the termination of their employment with the University.

48. ILL HEALTH

48.1 The University, through the Director of Human Resources, may require an employee whose capacity to perform the duties of their role is in doubt to undergo a medical examination by a registered medical practitioner approved by the University. The employee may suggest a medical practitioner for consideration.

48.2 Medical Examination

48.2.1 The University will provide the employee with written notice of not less than four (4) weeks (or earlier if agreed by the employee), except in exceptional circumstances where there are immediate health and safety concerns, that a medical examination is required.

48.2.2 A copy of the medical report will be made available to the University and the employee.

48.2.3 If absent from work and prior to the employee returning, the University will require a medical clearance stating that they are able to perform the inherent duties of their position. Should any restrictions on normal duties be identified the employee will participate in a rehabilitation plan.

48.2.4 All costs associated with the medical examination shall be paid by the University.

48.3 Medical Retirement and Termination of Employment

48.3.1 The employee may during the 4 week notice period (referred to in sub-clause 48.2.1) apply to their superannuation fund for disablement benefits. The University will suspend any action under this sub-clause while an application is under active consideration. Where the superannuation fund does not approve disablement benefits then, as per the process under 48.2.1 above, the requirement for the employee to undergo a medical examination will resume.

48.3.2 The University may direct an employee to take paid sick leave, or other leave if sick leave has been exhausted, whilst awaiting the outcome of superannuation disablement benefits.

48.3.3 Following any period of the receipt of temporary disability benefits where the superannuation fund decides the employee is capable of resuming work, the University may dispute this decision and proceed in accordance with this clause but would not do so without further evidence. This evidence includes a further medical examination, a medical clearance or there is a genuine work, health or safety risk identified.

48.3.4 Where the superannuation fund grants permanent disability benefits, termination of employment will take effect from the effective date provided by the superannuation fund.

48.3.5 Where the medical report states that the employee is unable to perform their duties, and

is unlikely to be able to perform them and/or resume them within 12 months (or in the case of a fixed term employee within 12 months or the balance of their contract whichever is the lesser), the University may terminate the employment of the employee in accordance with the notice period under clause 51 (Notice of termination by the University). Prior to termination of employment, the employee may obtain a further medical report (i.e. a second opinion) which will be taken into consideration when it is provided in full to the University. The cost of the further medical report will be at the employee's expense. If terminating the employee's employment, the University will advise the employee in writing of the basis for the decision.

- 48.3.6 Where an employee refuses to undergo a medical examination, the University may reasonably conclude that the employee is unable to perform their duties and may terminate employment in accordance with required notice period under clause 51 (Notice of termination by the University). A refusal by an employee in these circumstances will not constitute misconduct.
- 48.3.7 Should an employee submit their resignation during this process, it will be accepted immediately thus waiving any notice period required to be given by the employee.

Part 6 – Efficiency and Change

49. MANAGING CHANGE

- 49.1 The process for implementing significant workplace change is as follows:
 - 49.1.1 it is acknowledged that sound management of workplace change requires the involvement of professional services employees who will be affected by that change.
 - 49.1.2 categories of workplace change subject to this clause may include changes in the composition, operation or size of the workforce or in the skills required; the enhancement, elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or locations, hours of work of a group or unit, the restructuring of jobs and changing work practices.
- 49.2 Where significant workplace change as described under sub-clause 49.2 above, affects employees within a faculty or other unit of the University, the University will directly consult with the employees affected and advise them they may be represented by their employee representative(s). If an employee requests representation, the employee representative(s) will advise the University and will be included at all stages of the consultation process. At the request of the affected employee(s) or their employee representative provided the employee is identified, the workplace change will also be discussed within the Consultative Committee in accordance with the provisions of this clause.
- 49.3 Employees will be entitled to request the advice or assistance of their employee representative(s), as applicable, at any stage of discussion of the change who may be a professional services employee, a professional services employee union delegate or an accredited union official of the CPSU or NTEU.
- 49.4 University management responsible for any such proposal must notify affected employees that such a proposal is within contemplation in a reasonable period prior to the finalisation of the decision. The University must ensure that sufficient and relevant information is provided to the affected professional services employees to allow them to understand the extent and nature of the change proposal; reasons for making the change; timeframe for change; and, the details of likely employee impacts, including possible redundancies and relocations.
- 49.5 The consultation shall commence as soon as possible after it becomes clear that a change is contemplated.
- 49.6 For the purpose of the consultations, University management shall provide the employees likely to



- be affected and where requested their employee representative(s) with sufficient information.
- 49.7 As indicated in sub-clause 49.5 above the University management shall allow sufficient time for the consultations and shall give consideration to matters raised by those affected and where requested their employee representative(s) before reaching a definite decision. This process should normally be completed within a 5 week period.
- 49.8 All affected professional services employees and where requested their employee representative(s) will be advised of any changes subsequently recommended; the rationale for such changes; and will have an opportunity to comment on the recommendations.
- 49.9 The process of implementation of any recommendations resulting in changes listed in sub-clause 49.2 above will be in good faith and will proceed after such consultation. Employees and their representatives will be consulted during the implementation process.
- 49.10 Where changes are likely to lead to the need for forced retrenchment the University shall ensure that reasonable measures are taken including:
- 49.10.1 all practical avenues of redeployment have been considered;
 - 49.10.2 appropriate employees at the same level in similar categories of employment have been asked to consider voluntary redundancy to create redeployment opportunities;
 - 49.10.3 all positions currently vacant or likely to become vacant in the near future (e.g. through retirement) have been considered as alternatives for redeployment.
- 49.11 Where the change involves a restructure or implementation of a new structure positions that have not substantively changed will continue to be filled by the incumbent in accordance with their continuing or fixed term contract of employment. Where new positions have been created any employee at the same classification level displaced or likely to be displaced in the restructure may lodge an expression of interest in those positions in the first instance. Should any expression of interest be unsuccessful, the University may proceed to fill those positions in accordance with its normal recruitment procedures.
- 49.12 Only after the above factors have been considered and any relevant procedures have been followed shall the University consider the use of forced retrenchment to adjust its employee profile and shall act in accordance with clause 50 – Voluntary Redundancy, Redeployment and Retrenchment of this Agreement.
- 49.13 Any disputes in relation to the application or operation of this clause shall be dealt with under clause 9 - Disputes Resolution Procedure.

Part 7 – Voluntary Redundancy, Redeployment, Retrenchment and Severance Pay; and Notice of Termination

50. VOLUNTARY REDUNDANCY, REDEPLOYMENT, RETRENCHMENT AND SEVERANCE PAY

- 50.1 The provisions of this clause shall operate consistent with the provisions of clause 49 – Managing Change.
- 50.2 The University is committed to redeployment where a position is no longer required by the University and the position is occupied by an employee in continuing employment, the University will:
- 50.2.1 explore reasonable redeployment opportunities to transfer the employee substantively appointed to the position that is no longer required to another position at the same Level with similar duties prior to declaring the employee excess to University requirements;
- or



- 50.2.2 consider expressions of interest for voluntary redundancy at any time (such expressions will be confidential and the employee will not be discriminated against because they have made such an expression); or
- 50.2.3 make offers of voluntary redundancy as necessary.
- 50.3 The University may reject an expression of interest for voluntary redundancy from an employee if it considers that the employee is necessary for its ongoing operations.
- 50.4 Where the employee is notified in writing that their position is excess to the University's requirements the University will make the employee an offer of voluntary redundancy. The employee will have 2 weeks to consider (the **consideration period**) and submit in writing their election to either:
 - 50.4.1 pursue redeployment; or
 - 50.4.2 accept voluntary redundancy.
- 50.5 If no response is received the employee will be deemed to have decided to elect redeployment.
- 50.6 **Redeployment**
 - 50.6.1 Where the employee elects redeployment, an active redeployment process will be undertaken by the University for 26 weeks commencing immediately after the consideration period with a view to redeploy the employee to a suitable position commensurate with their classification, level, skills and experience (the **redeployment period**).
 - 50.6.2 The employee will continue to receive their usual salary during the redeployment period.
 - 50.6.3 Where the employee and the University agree to a trial placement, the redeployment period will be suspended for the duration of the trial. Only one suspension for the purposes of a trial placement will be permitted.
 - 50.6.4 Where the employee refuses any reasonable offer of redeployment to a position at the same classification and level, with similar duties the redeployment period will be cancelled and the employee will be made forcibly redundant. The employee will be entitled to the redundancy payment set out in sub-clause 50.9.
 - 50.6.5 During the redeployment period, the employee may:
 - 50.6.5.1 continue to work in their own work unit; and/or
 - 50.6.5.2 work temporarily in another work unit; and/or
 - 50.6.5.3 undertake training.
 This process will be coordinated by the Human Resources Division in consultation with the relevant unit manager(s).
 - 50.6.6 Where the employee elects to be redeployed to a position at a lower salary level than their current level, they will receive salary maintenance at their current salary rate for a period of 52 weeks. The employee will then be paid at the highest step of the level to which the position they have been redeployed is classified.
 - 50.6.7 The employee will be eligible for appropriate outplacement support and a reasonable amount of time to attend job interviews or other job search activities without loss of pay.
 - 50.6.8 If at the end of the redeployment period a suitable position has not been found, the employee will be made forcibly redundant. The employee will be entitled to the redundancy payment set out in sub-clause 50.9.

50.7 Voluntary redundancy



50.7.1 Where the employee elects voluntary redundancy, they will be entitled to the following payment:

50.7.1.1 a lump sum payment in lieu of redeployment (26 weeks' pay);

50.7.1.2 payment in lieu of notice (8 weeks' pay);

50.7.1.3 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 36 weeks);

50.7.1.4 payment in lieu of accrued annual leave and long service leave that would have been paid during the 26 week redeployment period had it been worked;

50.7.1.5 payment in lieu of employer superannuation contributions that would have been paid during the 26 week redeployment period had it been worked;

50.7.1.6 payment in lieu of annual leave and long service leave that would have accrued had the 8 week notice period been worked.

50.8 Redundancy during redeployment period

50.8.1 Where the employee elects voluntary redundancy *after* the consideration period referenced in clause 50.4, they will be entitled to the following payment:

50.8.1.1 a lump sum payment in lieu of redeployment for the balance of the redeployment period not completed (up to 26 weeks' pay);

50.8.1.2 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 36 weeks);

50.8.1.3 payment in lieu of accrued annual leave and long service leave that would have been paid for the balance of the 26 week redeployment period had it been worked.

50.9 Forced redundancy following redeployment period

50.9.1 Where the employee is made forcibly redundant, they will be entitled to the following payment:

50.9.1.1 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service up to a maximum of 36 weeks);

50.9.1.2 payment in lieu of accrued annual leave and long service leave.

50.10 Reemployment and reengagement with the University

If the employee accepts a voluntary redundancy or receives a forced redundancy payment, the employee cannot be reemployed or reengaged in any capacity by the University within the period covered by their severance and or notice payment without first repaying the equivalent portion of the severance and notice payment. This requirement applies to employment or engagement in any capacity as employees, contractors, consultants or employees or principals of companies engaged in contracting to the University.

50.11 Severance Pay – Fixed Term

50.11.1 Where the employee is appointed on a fixed term basis and is not offered further employment at the end of their appointment but is seeking further employment, they will be entitled to a severance payment in accordance with Table 50.11.2 if:

50.11.1.1 the employee is employed on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or



50.11.1.2 the duties performed continue to be required but another person has been appointed, or is to be appointed, to do the same or substantially similar duties.

50.11.2 Severance Pay – Fixed Term

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and up to completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and up to the completion of 10 years	16 weeks' pay
10 years and over	18 weeks' pay

50.11.3 The employee will not be entitled to any severance payment if appointed on a fixed term basis as a:

50.11.3.1 temporary replacement for another employee; or

50.11.3.2 pre-retirement appointment; or

50.11.3.3 post-retirement appointment.

50.11.4 The severance payment shall not exceed the amount which the employee would have earned if employment with the University had proceeded to the employee's nominated retirement date.

50.11.5 Where the University provides the employee with written notice within 6 weeks of their appointment end date that further employment may be offered, the University may defer any severance payment for up to 4 weeks from their appointment end date.

50.12 Weeks' pay

50.12.1 Week's pay means the ordinary time rate of pay for the employee concerned.

51. NOTICE OF TERMINATION

51.1 Notice Periods for Fixed Term Contracts

51.1.1 The University shall provide a fixed term professional services employee, other than an employee engaged as a replacement employee or on a pre-retirement contract, written notice of the University's intention to renew, or not to renew, employment upon the expiry of the contract. Such notice shall be prior to the specified end date of the contract and in accordance with the table in sub-clause 51.2.1 below.

51.1.2 Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by sub-clause 51.2 below, it shall be sufficient compliance with this sub-clause if the University:

51.1.2.1 advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and

51.1.2.2 gives notice to the employee at the earliest practicable date thereafter.

51.2 Notice of termination by the University

51.2.1 In order to terminate the employment of a continuing full time or part time employee the University shall give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

51.2.2 In addition to this notice, employees over 45 years of age at the time of the giving of notice with not less than two years of continuous service, are entitled to an additional week's notice.

51.2.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the University making payment for the remainder of the period of notice.

51.2.4 In calculating any period in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

51.2.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justified instant dismissal including inefficiency within the first fourteen days, serious or willful neglect of duty or misconduct and in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

51.3 Notice of termination by the employee

51.3.1 The notice of termination required to be given by an employee is the same as that required of the University, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

51.3.2 If the employee fails to give notice, the University has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.



Part 8 - Leave

52. LEAVE APPLICATION

- 52.1 All leave (including flexi time) is to be requested and approved via the on-line Web Kiosk system prior to taking such leave (or in the case of sick or personal leave upon return to work). Where this is not possible, alternative arrangements will be specified by the University.

53. ANNUAL LEAVE

- 53.1 Professional services employees, are entitled to 20 (25 for “7 day continuous shift workers”) working days per annum of annual leave in addition to any public holiday occurring during such period of annual leave. Annual leave will accrue pro-rata from the date of commencement of employment. For the purpose of the National Employment Standards, a 7 day continuous shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.
- 53.2 Fixed term employees may be required to take all accumulated annual leave during the fixed period of the contract provided that any such requirement will be stated in the offer of appointment and the employee and their supervisor will be reminded of any such requirement at least two months prior to the end of the fixed term contract. In such circumstances an employee will be given the opportunity to take their accrued annual leave.
- 53.3 The balance of any annual leave shall be payable to an employee on termination of employment with the University, for whatever reason. The monetary value of all annual leave for which the employee was eligible at the time of death shall be paid to the employee’s legal personal representative, unless paid by the University to the employee’s widow or widower or to the guardian of the infant children of the employee.
- 53.4 The leave will normally be taken at a time of the employee’s choosing. However, annual leave may not be approved where it adversely affects operational requirements. When this occurs, the reasons must be provided to the employee and where requested alternative dates agreed. Any request for leave will not be unreasonably refused and can be referred to the Director of Human Resources for review whose decision shall be final.
- 53.5 Employees must take at least 15 days of annual leave in each leave year. Where an employee does not meet this requirement in any leave year, the University may direct the employee to take the required amount of leave; as far as practicable the wishes of the employee concerned shall be taken into consideration when determining the time of taking such leave. It is recognised that employees may make plans to take an extended annual leave absence. Accordingly where an employee makes a compelling case for a deferral of the requirement to take 15 days annual leave, the Vice-Chancellor or nominee may approve a deferral, subject to a requirement that 30 days be taken within 2 years.
- 53.6 An employee may accumulate annual leave up to a maximum of 35 days, subject to the other provisions of this clause. The University may direct an employee to take annual leave accrued in excess of this amount. Provided that before such annual leave is directed to be taken the employee shall be advised in writing that annual leave is at or in excess of the maximum of 35 days and given the opportunity to take the annual leave by submission of a leave application within 2 months of being advised.
- Should a leave application not be submitted within 2 months of being advised the employee shall be directed in writing to take annual leave on the dates specified.
- 53.7 In exceptional circumstances, the Chief Administrative Officer may approve a higher balance of annual leave for a period of time that is in excess of the maximum outlined in sub-clause 53.6.
- 53.8 If an employee has been absent from duty on leave without pay for more than five working days in all, in any year (being a period of 12 months commencing on the anniversary of the date which the



employee commenced the current period of employment with the University) the period of absence from duty on leave without pay shall not be counted as service for the purpose of determining eligibility for annual leave in that year.

- 53.9 Where an employee is granted and takes long service leave or parental leave on half pay, the period of such long service leave shall be taken into account to the extent of one half thereof only in determining the accrual of annual leave.
- 53.10 Where an employee, who is eligible for sick leave, produces a satisfactory medical certificate that the employee has been incapacitated for a period of one week or more whilst on annual leave, the University shall re-credit the employee with an equivalent period of annual leave, provided that no such re-credit shall be granted to an employee on annual leave prior to retirement, resignation or termination of services.
- 53.11 An employee may once per calendar year make written application to the Director of Human Resources to cash out annual leave provided the employee maintains a minimum balance of 20 days. A minimum of 5 days at any one time may be cashed out. On payment of the cash equivalent of the leave the employee's annual leave balance will be debited accordingly. Notwithstanding the provisions of this sub-clause, an employee is still required to take a minimum of 15 days annual leave each year as provided for in sub-clause 53.5.

54. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

- 54.1 Professional services employees (other than casual employees) who are not required for duty, shall be allowed to observe the following days, or substitute days, as holidays without loss of pay:
- 54.1.1 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day;
- 54.1.2 all other proclaimed Public Holidays for the State of New South Wales, and
- 54.1.3 concessional days being all other days falling between Christmas Day and New Year's Day. (Concessional days are in lieu of previously existing University holidays, Bank Holiday, Picnic Days and concessional half days before Easter and Christmas Day.)
- 54.2 An employee who is required to work on a public holiday will, for ordinary hours of duty actually worked, be paid at 1.5 times in addition to their ordinary rate of pay. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.
- 54.3 Where a public holiday occurs on a rostered day off of a rostered employee who does not work on that rostered day off, such employee shall be entitled to an additional days leave (or at the option of the University, an additional days pay at the ordinary rate) in lieu of such holiday, such leave to be taken at a time mutually convenient to the employee and the University.
- 54.4 Employees whose services are required by the University during the concessional holidays period will be granted the same period off duty at a mutually convenient time within the ensuing two months.

55. SICK LEAVE

- 55.1 Where an employee is unable to attend work due to illness or incapacity they shall notify their supervisor as soon as reasonably possible of:
- 55.1.1 their inability to attend; and
- 55.1.2 the likely length of absence.
- The employee will submit an application for sick leave into the University's online Web Kiosk system or equivalent prior to or immediately upon their return to work.
- 55.2 A medical certificate must be provided and uploaded to Web Kiosk for any sick leave absence of more than 3 consecutive work days.
- 55.3 All continuing and fixed term employees are entitled to paid sick leave. Approval will be granted



by an authorised delegate, subject to conditions specified in this clause.

55.4 Sick leave entitlements will be allocated as follows:

55.4.1 20 days (pro-rata for part-time employees) on appointment; and

55.4.2 15 days (pro-rata for part-time employees) for every year of completed service thereafter.

Untaken paid sick leave will accumulate from year to year.

55.5 Where an employee has exhausted their sick leave entitlement, the Vice-Chancellor may upon special application approve additional sick leave. In such cases, the Vice-Chancellor has the discretion to request further information from the employee before granting additional sick leave.

55.6 **Sick leave pattern of frequency or duration**

Where an employee has a sick leave pattern of frequency or duration that is of concern it will be referred to the Director, Human Resources for consideration. Following consideration the Director of Human Resources may:

55.6.1 require the employee to produce a certificate from a medical practitioner for any future sick leave absence stating, where appropriate and subject to privacy considerations, the nature of the illness or incapacity preventing the employee from attending for duty on each and every day for which the employee requests sick leave; and/or

55.6.2 require an independent medical examination for assessment of the employee's fitness for work.

55.7 Unless there are demonstrable mitigating circumstances as to why the employee did not comply with the requirements of this sub-clause, paid sick leave will not be granted. Where paid sick leave is not granted, the Director, Human Resources may approve the employee to take other forms of appropriate leave including leave without pay.

55.8 Where an employee is required to produce a medical certificate under sub-clause 55.6.1.1, the requirement will be reviewed after 6 months.

55.9 **Sick leave and workers' compensation**

Where an employee receives a workers' compensation weekly benefit and the benefit is less than their ordinary weekly time earnings, the employee may make an application to utilise their accumulated paid sick leave to top up their weekly compensation benefit to the rate of their ordinary weekly time earnings. A failure to comply with the University's injury management program by the employee may result in the withdrawal of the use of sick leave entitlements for this purpose.

56. LONG SERVICE LEAVE

56.1 Professional services employees (other than casual employees) shall be eligible for long service leave (LSL) based on service with the University (whether continuous or broken), as follows:

56.1.1 After 10 years' service to 65 working days leave on full pay or 130 working days on half pay.

56.1.2 For service between 10 and 15 years leave shall accrue proportionately of the basis of 6.5 working days per year.

56.1.3 For service in excess of 15 years with additional leave pro rata at a rate of 11 working days per year of service.

56.2 Where an employee has completed at least 5 years continuous service but less than 10 years continuous service, and the employee's fixed term contract comes to an end due to the effluxion of time or the employee's services are terminated by the University for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee shall be entitled to a proportionate amount of LSL on the basis of 65 working days for 15 years' service.



- 56.3 If an employee has an entitlement to LSL under sub-clause 56.1 above, but prior to entering upon such leave has their employment terminated by dismissal or by notice duly given by either party, the employee shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- 56.4 In the event of the death of any employee, the monetary value of all LSL for which the employee was eligible at the time of death shall be paid to the employee's estate or as required by law.
- 56.5 For the purpose of calculating service in respect of sub-clause 56.1:
- 56.5.1 Any periods of leave without pay shall not count as service when determining whether an employee has completed 10 years' service nor count as service for the accrual of LSL entitlements.
- 56.5.2 Any period of leave without pay not exceeding 6 months shall count for LSL purposes where an employee has completed 10 or more years' service but where such period of leave without pay exceeds 6 months, the whole period of leave without pay shall not count as service.
- 56.5.3 Casual employment does not count as service for LSL purposes.
- 56.6 Where an employee is granted leave for service in the Australian Defence Forces, such service shall be counted as ordinary service in computing LSL.
- 56.7 Eligibility for LSL shall be determined taking into account prior continuous full time paid service with Australian universities which grant transferability of service with Australian universities for long service leave to employees provided that:
- 56.7.1 If an employee has availed them self of LSL or is eligible to be paid or has been paid lieu of LSL by the releasing University, the employee will not accrue any entitlement to leave for the period of service with the releasing University for which leave has been paid or for which there is eligibility for the payment but subject to these conditions such a period shall be included as qualifying service for determining when the employee is eligible to take LSL.
- 56.7.2 There is not more than 2 months between the cessation of employment with a releasing University and the commencement of employment with a receiving University, in which case continuity of service will be deemed not to have been broken for the purposes of LSL. However, the period between the two contracts of employment shall not be taken into account in determining length of service for LSL.
- 56.7.3 The employee will be required to serve at least 3 years with the University under this Agreement before being permitted to take accrued LSL or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee dies or receives an invalid or breakdown pension under the provisions of a relevant superannuation scheme.
- 56.8 LSL accrues pro rata for part time employees, including those employed in seasonal/part year or annualised employment, and is taken on an equivalent basis. Employees who have had a combination of full time and part time employment shall have their accrual calculated at the equivalent rate for each different period of full time and part time employment (whether continuous or broken).
- 56.9 Public holidays and University concessional days do not count as days taken during periods of LSL.
- 56.10 LSL may be taken at either full pay or half pay, at the election of the employee. A minimum of 10 continuous working days must be taken if LSL is to be taken at half pay.
- 56.11 The minimum period of LSL which can be taken on any occasion is 5 consecutive working days (pro rata for part time employees). Where public holidays coincide with a period of LSL the public holiday shall count for the purpose of determining the minimum period.



- 56.12 An employee who has qualified for LSL shall be entitled to take LSL at a time of their choosing, provided that at least six months written notice of such leave is given or, in the absence of such notice, the University consents.
- 56.13 Where an employee has accumulated a LSL entitlement in excess of 100 working days, the Vice-Chancellor or nominee may give the employee written notice to take up to 65 working days of such leave, at a time convenient to the institution. Provided that:
- 56.13.1 Such leave shall be taken at a time agreed between the employee, Head of Unit and Executive Dean in view of the requirements of the University;
- 56.13.2 If an agreement is not reached the Vice-Chancellor or nominee shall give the employee written notice of at least twelve months of the date on which leave must commence;
- 56.13.3 The employee shall not be directed to take LSL within 24 months of the intended date of retirement of the employee or during the University break between Christmas and New Year;
- 56.13.4 The minimum period of leave the University can require an employee to take shall be 30 working days;
- 56.13.5 In any case where an employee has taken leave pursuant to this sub-clause the Vice-Chancellor or nominee shall not require the employee to take a further period LSL for a period of two years after the end of that period of leave.
- 56.14 It is recognised that employees may have firm plans to take such accrued leave at a particular future point in time. Accordingly where an employee makes a compelling case for a deferral of the requirements of this clause, the Vice-Chancellor or nominee may approve the deferral.
- 56.15 An employee who has a long service leave entitlement under this clause may, once per calendar year, make written application to the Director of Human Resources to cash out part of their long service leave balance subject to maintaining a minimum balance of 65 working days. A minimum of 20 days at any one time may be cashed out. On payment of the cash equivalent of the leave the employee's long service leave balance will be debited accordingly.

57. PARENTAL LEAVE

- 57.1 All permanent and fixed term employees who have completed at least 40 weeks of continuous paid service are entitled to up to 12 months of unpaid parental leave if the leave is associated with:
- 57.1.1 the birth of a child of the employee or the employee's spouse or de factor partner; or
- 57.1.2 the placement of a child with the employee by adoption;
- and the employee has or will have primary responsibility for the care of the child.
- 57.2 All permanent and fixed term employees who have not completed 40 weeks of continuous paid service may make an application for leave without pay which will be considered on a case by case basis.
- 57.3 For purposes of this clause, the date of birth also means the date of placement of an adopted child(ren) in the care of the employee.
- 57.4 Employees will submit an application for parental leave no less than 8 weeks prior to the expected date of birth, or the requested parental leave commencement date whichever date is earlier.
- 57.5 The application will specify the start and end dates of the parental leave and the expected date of birth and will be accompanied by the relevant documents including:
- 57.5.1 a medical certificate nominating the expected date of birth; and/or
- 57.5.2 evidence of the expected date of placement; and/or
- 57.5.3 a statutory declaration declaring a parental relationship to the child (if the employee is not the birth parent) and responsibility of care for the child.

The University shall confirm parental leave arrangements in writing prior to the commencement of leave.



- 57.6 A period of parental leave may include the following components of paid leave within 12 months from the date of the birth of the child(ren):
- 57.6.1 Primary carer leave
 - 57.6.2 Adoption leave
 - 57.6.3 Primary carer return to work grant.
- 57.7 Employees may apply to take accrued annual and/or long service leave that would otherwise be available, which must be taken within the 12 month period of parental leave.
- 57.8 All leave entitlements will accrue during paid components of parental leave. Where paid components of parental leave is taken at half pay, leave entitlements shall accrue on a proportionate basis.
- 57.9 Unpaid parental leave shall count as service for the purpose of long service leave, but will not count towards the calculation of any leave accruals or entitlements.
- 57.10 Periods of paid parental leave will count as service for the purpose of incremental progression.
- 57.11 Where a public holiday or Concessional Day falls during a period of parental leave, the period of leave will not be extended to compensate for such days.
- 57.12 Primary Carer Leave**
- 57.12.1 Employees who satisfy the professional services requirements of parental leave and will be the primary carer of a child(ren) will be entitled to up to 14 weeks of paid primary carer leave at ordinary pay or 28 weeks of paid primary carer leave at half-pay.
 - 57.12.2 Employees entitled to primary carer leave will also be entitled to up to 12 weeks return to work grant which may be taken as paid leave at ordinary pay or as a salary supplement as set out in clause 57.18.
 - 57.12.3 Carers other than the birth parent taking primary carer leave must provide statutory declarations confirming the period they will be the primary carer of the child(ren) for the period of paid primary carer leave.
 - 57.12.4 Primary carer leave must be taken in a single continuous period.
 - 57.12.5 Employees taking primary carer leave will not be eligible for partner leave in respect of the same child(ren).
 - 57.12.6 If the primary carer leave is for an employee who is pregnant with, or gives birth to the child(ren), the period of paid primary carer leave may commence up to 8 weeks before the expected date of birth of the child(ren); or earlier, subject to medical certification, but must not commence later than the date of birth of the child.
 - 57.12.7 A medical certificate indicating fitness for duty may be required if the employee:
 - 57.12.7.1 continues to work during the last 4 weeks before the expected date of birth of the child(ren); and/or
 - 57.12.7.2 wishes to recommence work earlier than 6 weeks after the date of birth of the child(ren).
- 57.13 Shared Primary Carer Leave**
- 57.13.1 Where two employees work at the University who satisfy the professional services requirements of parental leave and will have the primary carer responsibility for a child(ren) they may share the period of paid Primary Carer leave between them.
 - 57.13.2 If primary carer leave is to be shared between two eligible University employees, each employee must take the leave in a single continuous period and the leave must start no later than the date of birth of the child.
 - 57.13.3 A birth parent may commence primary carer' leave:
 - 57.13.3.1 up to 8 weeks before the expected date of birth of the child; or
 - 57.13.3.2 earlier, subject to the approval of the delegated officer,

but must not commence leave later than the date of birth of the child.

57.13.4 The second employee to commence the period of primary carer leave must do so immediately after the end of the first employee's period of leave.

57.14 Primary Carer Leave – Adoptions

57.14.1 Adoption leave eligibility, entitlements and conditions are the same as primary carer leave entitlements set out in sub-clause 57.12 (Primary Carer Leave). For the purposes of adoption leave, any reference to the birth of a child(ren) will mean the placement of a child(ren) in an adoption arrangement.

57.14.2 An employee will be entitled to adoption leave for a child(ren) from the date the child(ren) is placed with the employee for adoption so long as the child(ren):

57.14.2.1 has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and

57.14.2.2 is not (otherwise than because of the adoption) a child of the employee or the employee's partner.

57.14.3 The leave period must start on the date of placement of the child.

57.15 Unplanned Cessation Of Primary Carer Leave

57.15.1 If the primary carer leave is birth-related and if the pregnancy ends other than by the child being born alive or the child dies after being born the employee may use up to a further 4 weeks of paid primary carer leave from the date of the child(ren)'s death.

57.15.2 Employees will notify the University as soon as practicable of the child's death and the date they intend to return to work.

57.15.3 Employees who wish to take additional leave following the primary carer leave may apply to utilise other forms of leave such as annual leave or long service leave, or leave without pay.

57.16 Returning to a Temporary Part-time Position at the Completion of Parental Leave

57.16.1 Employees may return to work on a temporary part-time basis for a period of up to 2 years from the confirmed date of birth or placement of the child. There may also be a combination of full-time and part-time work for the period.

57.16.2 Requests for temporary part-time arrangements under this clause must be submitted in writing setting out the details of the part-time arrangement sought at least 8 weeks prior to the intended return to work date. The University will genuinely consider a request including any associated impacts on the work unit. The University will provide a written response as to whether the request is approved, or not approved within 21 days. Any request that is not approved will be based on reasonable business grounds and the reasons provided to the employee.

57.16.3 Where a request for a part-time arrangement is refused the University will attempt to identify a suitable vacant or alternate position at the same or lower level to which the employee may be placed on a part-time basis. If accepted by the employee, they will be placed in the vacant or alternate position and be paid the appropriate fraction of the salary applicable to their former substantive position for the period of temporary part-time work arrangement, no longer than a period of 2 years from the confirmed date of birth or placement of the child.

57.16.4 Any temporary part-time work arrangement will cease if the employee proceeds on any new period of parental leave. Payment for further parental leave will be at the employee's substantive rate of pay at the time the employee commences any new period of parental leave.

57.16.5 At the conclusion of any temporary part-time arrangements under this sub-clause, the



employee will return to their substantive position. If the position occupied by the employee prior to commencing parental leave no longer exists, the provisions of sub-clause 57.17 (Resumption of duty clause) will apply.

57.17 Resumption of Duty at the Completion of Parental Leave

- 57.17.1 The employee is entitled to return to the substantive position and work pattern they held prior to commencing parental leave. If the position no longer exists or the position fraction has changed, the University must attempt to provide the employee with an equivalently classified position subject to the Managing Change (clause 49) provisions of this Agreement.
- 57.17.2 At the end of the parental leave period or temporary part-time arrangement in accordance with sub-clause 57.16, the employee must return to the position and work pattern they held prior to commencing parental leave unless:
 - 57.17.2.1 they have given appropriate notice of their resignation which will take effect on or before the approved return to work date; or
 - 57.17.2.2 the delegated officer has approved alternate arrangements.

57.18 Primary Carer Return to Work Grant

- 57.18.1 Employees entitled to primary carer leave will also be entitled to primary carer return to work grant to the equivalent value of 12 weeks ordinary pay.
- 57.18.2 The primary carer return to work grant may be taken:
 - 57.18.2.1 as paid return to work leave to supplement an employee's ordinary pay to the substantive fraction of employment they held immediately prior to the commencement of parental leave. An employee must return to work at no less than 40% FTE to be eligible for the supplement; or
 - 57.18.2.2 as an additional continuous period of paid primary carer leave of 12 weeks at ordinary pay or 24 weeks half-pay; or
 - 57.18.2.3 a combination thereof, so long as the period of primary carer leave is continuous.
- 57.18.3 The primary carer return to work grant must be utilised within 2 years from the date of birth or date of placement of the child(ren).

57.19 Partner Leave

- 57.19.1 Following the birth or placement of a child(ren) an employee, who is a partner and not the primary care giver, shall be entitled to access up to 10 days paid partner leave to provide support to the primary care giver.
- 57.19.2 Partner leave may start at any time within 12 months of the date of birth or date of placement of the child(ren).

57.20 Foster Parent Leave

- 57.20.1 An employee, who is acting as the primary carer of a foster child who is placed in their care for an anticipated period in excess of 6 months, will be entitled to access up to 5 days foster parent leave from the time the child enters their care.
- 57.20.2 Satisfactory evidence which confirms the foster arrangement and the intended period of placement must be provided.

58. PERSONAL LEAVE

- 58.1 The University provides a variety of flexible work arrangements for employees to attend to their personal needs including flexible hours of work, rostered days off and time off in lieu arrangements. Employees should seek to utilise these flexible work arrangements to attend to their personal needs wherever possible.
- 58.2 Employees may apply for paid leave as defined in this clause for the purpose of:



- 58.2.1 carer's responsibilities;
 - 58.2.2 bereavement;
 - 58.2.3 ceremonial or religious obligations;
 - 58.2.4 other contingencies.
- 58.3 A continuing or fixed term employee is entitled to be granted up to a maximum of 10 paid personal leave days under this clause each calendar year and on a pro-rata basis for part-time employees.
- 58.4 Personal leave may be taken for part day of a single day.
- 58.5 Personal leave does not accrue from year to year.
- 58.6 In extraordinary circumstances, where an employee has exhausted their personal leave entitlement the employee may be granted up to an additional 4 days' leave which will be deducted from their sick leave accrual.
- 58.7 If an employee has exhausted their personal leave and annual leave entitlements, the Vice-Chancellor may upon application approve additional personal leave.
- 58.8 Where practicable, the employee will notify their supervisor prior to their absence of the:
- 58.8.1 intention to take leave;
 - 58.8.2 the purpose and reasons for taking such leave; and
 - 58.8.3 the estimated length of absence.
- 58.9 Where it is not practicable for the employee to give prior notice of absence, the employee must notify their supervisor by telephone, text message or email at the first practicable opportunity, normally on the day the absence begins.
- 58.10 In cases where an employee has a pattern or frequency of absence, a band C delegate may require an employee to provide evidence of the required personal leave in the form of:
- 58.10.1 a medical certificate or statutory declaration to establish the illness of the person concerned and that the illness is such as to require care by another; or
 - 58.10.2 newspaper notice of death, copy of the death certificate or statutory declaration; or
 - 58.10.3 advice or documentation from a relevant civil or authority; or
 - 58.10.4 as otherwise required by the University.
- 58.11 Unless there are demonstrable mitigating circumstances why the employee did not comply with the requirements of this sub-clause, paid personal leave will not be granted.
- 58.12 Requests for personal leave that are not approved due to non-compliance with the clause, will not affect the employee utilising other forms of leave as appropriate. Approval of paid personal leave will not affect an employee from applying for other forms of leave in conjunction with personal leave.
- 58.13 Paid personal leave requested for the purpose of carer responsibilities or bereavement will only be approved in relation to the employee's:
- 58.13.1 immediate family members, defined as including biological, adoptive, fostering and step relationships including parent, grandparent, brother, sister, child, grandchild, partner (married, de-facto, same sex, opposite sex, current or former) and their parent, grandparent, brother, sister, child, grandchild;
 - 58.13.2 household members for whom the employee is the primary carer;
 - 58.13.3 Aboriginal kinship; defined as a blood relationship, family ties, or common ancestry.
- 58.14 **Carer's Responsibilities**
- 58.14.1 In respect of carers' responsibilities, personal leave is primarily available for unplanned events. Where planned short term absences (i.e. medical appointments) occur, employees should seek to cover these absences in accordance with sub-clause 58.1 or



other forms of leave.

58.14.2 Personal leave may be utilised for the provision of care for people identified in sub-clause 58.13 who are hospitalised or in care institutions.

58.15 Bereavement

58.15.1 An employee may be granted up to 4 days of personal leave in any one instance of the death of an immediate family member described at sub-clause 58.13.

58.16 Ceremonial or Religious Obligations

58.16.1 An employee may be granted up to 1 day of personal leave to fulfil ceremonial or religious obligations, other than for bereavement purposes.

58.17 Other Contingencies

58.17.1 An employee may be granted up to 2 days of personal leave to manage matters arising from other contingencies such as home burglary, bushfires, floods, or other disasters where the employee's residence or members of their household are at significant risk.

59. DOMESTIC AND FAMILY VIOLENCE LEAVE

59.1 It is recognised that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing workplace support to employees who are experiencing domestic and family violence.

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

59.3 Where a continuing or fixed term employee experiences domestic and family violence that affects their attendance or capacity to perform their work they will be entitled to take up to 15 days per year of paid domestic and family violence leave for the purpose of:

59.3.1 attending legal proceedings, counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; or

59.3.2 other activities associated with the experience of domestic and family violence.

59.4 An employee who is unable to attend work will, as soon as practicable notify their Supervisor, or Human Resources of their intended absence and its estimated duration.

59.5 Where a continuing or fixed term employee has exhausted their annual entitlement to domestic and family violence leave, the University may, upon request grant additional domestic and family violence leave.

59.6 The University may, upon request from an employee facilitate flexible working arrangements including changes to working times and changes to work location, system identification and contact information.

59.7 The University may require the employee to provide supporting documentation of domestic and family violence. Supporting documentation may take the form of a document issued by a police service, a court, a medical practitioner, community or government agency, a lawyer, or other evidence acceptable to the University.

59.8 Where a casual employee experiences domestic and family violence, that affects their attendance or capacity to perform their work and the employee is unable to work scheduled hours, the employee will as soon as practicable notify their Supervisor, or Human Resources of their intended absence and its estimated duration. The University will make reasonable efforts to provide the employee with an opportunity to make up the hours within a reasonable period of time.

60. CULTURAL AND CEREMONIAL LEAVE

60.1 Aboriginal and Torres Strait Islander employees, other than casual employees, may be granted up to a maximum of 5 days leave without loss of pay in any 12 month period to participate in or fulfil



- cultural/ceremonial activities/obligations/responsibilities.
- 60.2 Aboriginal and Torres Strait Islander employees, may be granted up to a maximum of 10 days leave without pay in any 12 month period to participate in or fulfil cultural/ceremonial obligations/activities/responsibilities.
- 60.3 Cultural and ceremonial leave may be used to attend or participate in the observance of significant days relating to Aboriginal and Torres Strait Islander culture, such as Sorry Business, NAIDOC, Reconciliation events, Mabo Day or Sorry Day.
- 60.4 Where an employee intends to take cultural/ceremonial leave they will notify their supervisor of the reason and estimated duration of the leave prior to it being taken.
- 60.5 Employees may be required to provide details of their proposed participation and fulfilment of cultural/ceremonial/responsibilities in the form of:
- 60.5.1 a statutory declaration outlining the nature and duration of the ceremonial or cultural event that the employee is requesting to participate in or attend; or
 - 60.5.2 notice of or evidence of requirement to attend Sorry Business; or
 - 60.5.3 advice or documentation from a relevant civil authority, such as a local lands council or a medical service; or
 - 60.5.4 as otherwise required by the University.
- 60.6 Where employees are required to represent the University at culturally significant days, the employee will not be required to apply for cultural and ceremonial leave.

61. COMMUNITY SERVICE LEAVE

- 61.1 A professional services employee who engages in a voluntary eligible emergency management activity as prescribed in the *Fair Work Act 2009* is required to give notice and advise the expected period of any absence as soon as reasonably possible.
- 61.2 A professional services employee may access up to three days paid leave per calendar year to attend voluntary emergency activities and related training with the approval of their supervisor. Additional paid leave may be granted in exceptional circumstances on application to the Director Human Resources.
- 61.3 Emergency services leave will only be granted where the employee provides documentary evidence of their training requirements, attendance during emergency situations and membership of the relevant emergency services association. Unless sufficient evidence to support the absence is provided, the employee's absence will not be covered under this provision.

62. MILITARY LEAVE FOR DEFENCE FORCES

- 62.1 Professional services employees who serve on a part-time basis in the Australian Naval, Military or Air Force Reserves are to be granted paid military leave at the rate of twenty (20) working days each calendar year to attend official training and other service.
- 62.2 In special circumstances, the Chief Administrative Officer may approve additional leave in excess of that provided for in 61.1 above on a leave without pay basis or other form of leave at the request of the employee.

63. EMPLOYEES CALLED AS WITNESSES

- 63.1 Except as provided for below, a professional services employee subpoenaed, summonsed or called as a witness shall notify the University of the required absence which shall be without pay or as a debit to annual leave at the option of the employee. An employee required as a witness on behalf of the University or as a witness in proceedings relating to this Agreement, shall be regarded as being on duty and shall not receive witness fees for the period for which the employee is so required as a witness.



64. EMPLOYEES CALLED AS JURORS

- 64.1 A professional services employee required to attend for jury service during ordinary working hours shall notify the University as soon as possible of the date upon which the employee is required to attend for jury service. The employee shall give the University proof of attendance, the duration of such attendance and the amount received in respect of such jury service (other than the amount received in respect of travelling). An employee will be reimbursed by the University an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

65. LEAVE WITHOUT PAY

- 65.1 The University may agree to the taking of leave without pay (LWOP) and to the terms and conditions upon which such leave is given and taken. Applications for such leave must be accompanied by a statement of the circumstances supporting the application.



Full Time Salaries

66. SCHEDULE A

Classification	STEP	%	SALARY	SALARY	SALARY	SALARY	SALARY
			Uplift – when agreement is made	15-Nov-19	15-Nov-20	15-Nov-21	30-Jun-22
			\$1,000	1.30%	2.00%	2.50%	1.70%
Level 1-2	1	88	47,235	47,849	48,806	50,026	50,876
	2	90	48,285	48,913	49,891	51,138	52,008
	3	92	49,335	49,977	50,976	52,251	53,139
Competency Bar	4	95	50,910	51,572	52,603	53,918	54,835
	5	100	53,539	54,235	55,319	56,702	57,666
	6	105	56,165	56,895	58,033	59,484	60,495
Level 3-4	1	100	53,536	54,232	55,317	56,700	57,664
	2	105	56,165	56,895	58,033	59,484	60,495
	3	110	58,791	59,555	60,746	62,265	63,324
	4	115	61,418	62,217	63,461	65,048	66,153
Competency Bar	5	120	64,047	64,879	66,177	67,831	68,984
	6	125	66,674	67,541	68,892	70,614	71,814
	7	127	68,247	69,134	70,517	72,279	73,508
Level 5	1	127	68,247	69,134	70,517		73,508
	2	129	69,298	70,199	71,603	73,393	74,641
	3	134	71,924	72,859	74,316	76,174	77,469
	4	139	74,552	75,521	77,031	78,957	80,299
	5	144	77,180	78,183	79,747	81,741	83,130
Level 6-7	1	144	77,180	78,183	79,747	81,741	83,130
	2	149	79,806	80,844	82,461	84,522	85,959
	3	154	82,432	83,504	85,174	87,303	88,788
	4	159	85,062	86,168	87,891	90,088	91,620
Competency Bar	5	164	87,689	88,829	90,606	92,871	94,450
	6	169	90,313	91,487	93,317	95,650	97,276
	7	174	92,938	94,147	96,029	98,430	100,104
	8	179	95,569	96,811	98,748	101,216	102,937
Level 8-9	1	183	98,196	99,473	101,462	103,999	105,767
	2	188	100,818	102,129	104,171	106,776	108,591
	3	193	103,446	104,791	106,887	109,559	111,422
	4	198	106,074	107,453	109,602	112,342	114,252
	5	203	108,702	110,115	112,318	115,126	117,083
	6	208	111,326	112,773	115,029	117,905	119,909
	7	213	113,952	115,434	117,742	120,686	122,738
	8	218	116,580	118,095	120,457	123,469	125,568
	9	223	119,210	120,760	123,175	126,255	128,401
	10	228	121,832	123,416	125,884	129,031	131,225



Trades Allowances

67. SCHEDULE B

Allowance	Amount per annum	Basis for payment
NSW Electricians Licence	\$1,817	Employees who are recognised electrical tradespersons and are required to carry out work for which a license is necessary, and who hold this license to perform every class of electrical work in accordance with AS/NZS 3000:2000.
Plumbers, Gasfitters and Drainers	\$3,288	Employees who are recognised tradespersons in this field and are required to perform trade functions during the course of their employment.
Plumbers registration	\$1,385	Employees who are recognised plumbing tradespersons and are required to carry out work for which a license is necessary, and who hold this license to perform the required functions.
Tool – Painter	\$349	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work as painters.
Tool – Air Conditioning, Refrigeration, Electrical Fitter/ Mechanic	\$764	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work in the relevant trade.
Tool – Bricklayer	\$1,001	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work as bricklayers.
Tool – Carpenter, Joiner, Locksmith, Plumber, Motor Mechanic	\$341	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work in the relevant trade.

Work Level Descriptors

68. SCHEDULE C

All positions subject of this Agreement shall be assessed for allocation to the appropriate level of remuneration on the basis of the following descriptors for each level.

This Schedule lists the descriptors for the levels under each of the seven classification dimensions used.

The seven dimensions are:

- training level or qualifications
- occupational equivalent
- level of supervision
- task level
- organisational knowledge
- judgment, independence and problem solving
- typical activities.

LEVEL 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for Level 2 duties.

Level of supervision

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

Task level

- Straight forward manual duties, or elements of level 2 duties under close supervision and structured on the job training.
- Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required.
- Established procedures exist.

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

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

LEVEL 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires



knowledge, training or experience relevant to the duties to be performed, or completion of Year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, security patrol officer.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude or rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

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

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

LEVEL 3

Training level or qualifications

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

- completion of a trades certificate; or
- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision

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

Task level

Some complexity. Apply body of knowledge equivalent to trade certificate, 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.

Judgment, independence and problem solving

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

Typical activities

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

In technical assistant positions,

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

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

In clerical positions, perform a range of clerical support tasks including

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

LEVEL 4

Training level or qualifications

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post certificate relevant work experience;
- completion of a post trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/ training.

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 3, advanced trades person.

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 coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

Task level

May undertake limited creative, planning or design functions; apply skill so 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.

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

Typical activities

In trades positions,

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

In technical positions,

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

In library technician positions,

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

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in faculty
- plan and set up spreadsheets or data base applications provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

LEVEL 5

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post trades certificate or advanced certificate and extensive relevant experience as a technician; or
- equivalent combination of relevant experience and/or education/ training.

Occupational equivalent

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

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other employees.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree

level, in a straight forward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

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

Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical activities

In technical positions,

- 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 unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including

- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in outposted service.

In administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision,

- 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.

LEVEL 6

Training level or qualifications

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- equivalent combination of relevant experience and/or education/ training.

Occupational equivalent

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.

Level of supervision

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

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical



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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

In technical positions,

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

In administrative positions,

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

In professional positions,

- 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.

LEVEL 7

Training level or qualifications

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- equivalent combination of relevant experience and/or education/ training.

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way 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.

Typical activities

In a library, combine specialist expertise and responsibility for managing library function; in student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for department or school; in research positions, acknowledged expertise in specialised area or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

LEVEL 8/9**Training level or qualifications**

Persons employed at Level 8/9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- equivalent combination of relevant experience and/or education/ training.

Occupational equivalent

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice 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.



Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgment 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.



SIGNATORIES

Signed on behalf of the University of Wollongong Australia by Professor Paul Wellings CBE, Vice-Chancellor, University of Wollongong Northfields Avenue, Wollongong NSW 2522, in accordance with the University of Wollongong Delegations of Authority.



Signature

Signed on behalf of the National Tertiary Education Industry Union by Matthew McGowan, General Secretary, First Floor 120 Claredon Street, South Melbourne, Victoria 3205

Signature

Signed on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch by Stewart Little, State Branch Secretary, 191-199 Thomas Street, Haymarket NSW 2000.

Signature

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Signed on behalf of the University of Wollongong Australia by Professor Paul Wellings CBE, Vice-Chancellor, in accordance with the University of Wollongong Delegations of Authority.

Signature

DATE:

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Signature

DATE: 21 June 2019

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Signature

DATE:

SIGNATORIES

Signed on behalf of the University of Wollongong Australia by Professor Paul Wellings CBE, Vice-Chancellor, in accordance with the University of Wollongong Delegations of Authority.

Signature

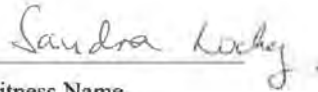
Signed on behalf of the National Tertiary Education Industry Union by Matthew McGowan, General Secretary, First Floor 120 Claredon Street, South Melbourne, Victoria 3205

Signature

Signed on behalf of CPSU, the Community and Public Sector Union (SPSF Group) New South Wales Branch by Troy Wright, Acting Branch Secretary, 160 Clarence St, Sydney NSW 2000


Signature


Witness Signature


Witness Name



IN THE FAIR WORK COMMISSION

Section: s. 185 – Application for approval of a single-enterprise agreement
Subject: Application by the University of Wollongong T/A University of Wollongong
Matter: AG2019/2149

Undertaking – Section 190

I, Sue Thomas, Director Human Resources, University of Wollongong, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* (Cth):

1. The University will remove the reference to “(as defined in sub-clause 6.3)” from sub-clause 9.2 and will not limit an employee representative for the purpose of clause 9, Dispute Resolution Procedure.
2. In relation to clauses 23.4.3 and 23.4.4, the University will pay to those employees at least the rate they would be paid under the *Higher Education Industry - General Staff Award - 2010 (Award)*, taking into account the relevant minimum engagement for these employees under the award.
3. In relation to the sub-clause 33.4 the University will remove the reference to “Any aspect of this clause or WHS generally is not subject to the dispute resolution procedures under this Agreement.”
4. In applying clause 36 the University will not roster or otherwise require employees to work ordinary hours beyond the relevant span of hours in clause 21 of the Award, unless the University ensures that the remuneration the employee receives for those hours exceeds the remuneration that would be payable if the Award provisions applied.
5. The University will apply the Saturday/Sunday shift penalties set out at clause 38.1.4 and 38.1.5 to ordinary hours worked by full time or part time employees in accordance with clause 36 on Saturdays and Sundays respectively.
6. In relation to clause 44, Flexible Working Hours, the University:
 - (a) will apply the clause only where the flexible or variable working hours would fall within the span of hours set out at clause 36; and
 - (b) will not approve any request to work flexible working hours in accordance with clause 44 where the employee will not be better off working those hours under the agreement than if the Award applied.
7. Clauses 51.2.5, 57.1, 57.4, 58.7, 58.13.2, and 58.15 will be applied subject to the NES.
8. Employees who exhaust their entitlement to personal leave under clause 58 may access accumulated sick leave under clause 55 for the purpose of taking carer's leave of up to a combined total of 10 days' paid leave for each year of service.

Yours sincerely,

Sue Thomas
Director, Human Resources

Date: 12 September 2019

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

-
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
 - (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).