



# DECISION

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

**Western Sydney University**  
(AG2017/6456)

## **WESTERN SYDNEY UNIVERSITY PROFESSIONAL STAFF AGREEMENT 2017**

Educational services

COMMISSIONER JOHNS

SYDNEY, 25 MAY 2018

*Application for approval of the Western Sydney University Professional Staff Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Western Sydney University Professional Staff Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Western Sydney University. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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 changes to the Agreement.

[3] 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 June 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2017/6456 - Application for approval of the *Western Sydney University Professional Staff Agreement 2017*

Applicant:

Western Sydney University

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Susan Hudson, Executive Director, Human Resources for Western Sydney University, give the following undertakings with respect to the *Western Sydney University Professional Staff Agreement 2017* (Agreement):

1. I have the authority given to me by Western Sydney University to provide these undertakings in relation to the application before the Fair Work Commission;
2. For the purposes of the National Employment Standards contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth) (NES), **Shiftworker** means an Employee who works according to a roster as described in subclause 25.11 of the Agreement. Shiftworkers are entitled to an additional 1 week of annual leave in accordance with subclause 35.3 of the Agreement;
3. For the purposes of subclause 34.24(b) of the Agreement, if an Employee has a time debit in excess of 14 hours at the end of a settlement period, the Employee may apply for annual leave to cover the debit. If the Employee does not apply for annual leave, the debit will be processed as leave without pay; and
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

22 May 2018

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Date

**WESTERN SYDNEY**  
UNIVERSITY



**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.**



**Western Sydney University  
Professional Staff  
Agreement 2017**

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## PART A – OPERATION OF THE AGREEMENT

### 1. AGREEMENT TITLE

1.1 This Agreement is called the *Western Sydney University Professional Staff Agreement 2017*.

### 2. DEFINITIONS

2.1 In this Agreement, defined terms have the following meanings:

TERM	DEFINITION
(a) <b>Aboriginal and Torres Strait Islander Peoples</b>	a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community;
(b) <b>Act</b>	the <i>Fair Work Act 2009 (Cth)</i> as amended or replaced from time to time;
(c) <b>Agreement</b>	the <i>Western Sydney University Professional Staff Agreement 2017</i> ;
(d) <b>Base Rate of Pay</b>	the hourly/weekly/fortnightly/monthly equivalent of an Employee's Salary, excluding overtime payments, shift loadings, allowances, and any other payments for work performed;
(e) <b>Casual Rate of Pay</b>	the hourly equivalent of the relevant Salary level and step for levels 1–9 as set out in Schedule 1, plus a casual loading of 25% that incorporates all benefits under this Agreement to which a casual Employee is not entitled;
(f) <b>Concessional Day(s)</b>	days during a Christmas/New Year shutdown on which Employees (other than casual Employees) receive payment but are not required to attend for duty unless expressly directed to do so;
(g) <b>Continuous Service</b> (other than in clause 37: <i>Long Service Leave</i> )	continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University, and service with a University entity in which the University has more than a 50% controlled interest;
(h) <b>Employee</b>	a professional staff member of the University employed on an ongoing, fixed-term, or casual basis who is covered by this Agreement;
(i) <b>Employment Executive Member</b>	the University Executive member responsible for employment, or their nominee;
(j) <b>FWC</b>	the Fair Work Commission;

TERM	DEFINITION
(k) <b>Medical Appointment</b>	a reservation for an Employee to receive advice, assessment, or treatment from a Registered Health Practitioner;
(l) <b>NES</b>	the National Employment Standards contained in sections 59 to 131 of the Act, as amended or replaced from time to time;
(m) <b>Nominal Expiry Date</b>	30 June 2021;
(n) <b>Parties</b>	Employees, the University, and each of the Unions;
(o) <b>Public Holiday</b>	a day specified in clause 46: <i>Public Holidays</i> as being a paid public holiday;
(p) <b>Registered Health Practitioner</b>	a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type), under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);
(q) <b>Representative</b>	a person, including an official of the relevant Union, nominated by an Employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practicing solicitor or barrister in private practice;
(r) <b>Salary</b>	(i) for an Employee whose position is classified between levels 1 to 10: the relevant annual Salary level and step set out in Schedule 1 together with any First Aid Allowance or Aboriginal and Torres Strait Islander Peoples Language Allowance payable (pro rata for a part-time Employee);
	(ii) for an Employee whose position is classified above level 10: the identified Salary component specified in their letter of appointment;
(s) <b>Senior Employee(s)</b>	persons who are employed on a remuneration basis that includes a salary component that is at least 20% above the level 10 rate specified in Schedule 1;
(t) <b>Supervisor</b>	the person nominated by the University to whom an Employee reports, whether directly or indirectly;
(u) <b>Union(s)</b>	the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW) and/or the National Tertiary Education Industry Union (NTEU); and
(v) <b>University</b>	Western Sydney University as defined in and operating under the <i>Western Sydney University Act 1997</i> (NSW), as amended or replaced from time to time.



### 3. TERM OF THE AGREEMENT

- 3.1 This Agreement will commence 7 days after the date on which it is approved by the FWC, and will remain in effect until the Nominal Expiry Date.

### 4. APPLICATION OF THE AGREEMENT

- 4.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other agreements that would otherwise apply to Employees, except for the NES. This Agreement rescinds and replaces the *University of Western Sydney Professional Staff Agreement 2014*.

- 4.2 This Agreement applies to and is binding on all Parties, subject to the following:

- (a) the Agreement does not apply to Employees engaged as a Deputy Vice-Chancellor, Vice-President, Pro Vice-Chancellor, Executive Director, or Director/equivalent (based on total remuneration package); and
- (b) the following clauses do not apply to Senior Employees:
  - (i) subclauses 15.6 to 15.13: *Conversion*;
  - (ii) clause 13: *Probation*;
  - (iii) clause 20: *Annual Leave Loading*;
  - (iv) clause 21: *Meal Allowance*;
  - (v) clause 22: *On-Call Allowance*;
  - (vi) clause 23: *On-Call Allowance for Information Technology and Digital Services Staff*;
  - (vii) clause 25: *Hours of Work*;
  - (viii) clause 26: *Standard Working Hours*;
  - (ix) clause 27: *Meal Breaks*;
  - (x) clause 28: *Workloads*;
  - (xi) clause 29: *Career Planning and Development*;
  - (xii) clause 30: *Position Classification and Broadbanding*;
  - (xiii) clause 31: *Higher Duties*;
  - (xiv) clause 34: *Flexible Hours of Work Scheme*;
  - (xv) clause 48: *Organisational Change*;
  - (xvi) clause 49: *Redeployment and Redundancy* (provided that Senior Employees who are employed at the date of commencement of this Agreement will receive the redundancy payment prescribed by the clause if their position is made redundant at any time during their employment with the University);

- (xvii) clause 51: *Unsatisfactory Performance*;
- (xviii) clause 52: *Misconduct or Serious Misconduct*;
- (xix) clause 53: *Research Misconduct*;
- (xx) subclauses 54.1 to 54.9: *Termination of Employment*;
- (xxi) clause 55: *Fixed-Term Employees Severance Pay*; and
- (xxii) Schedules 1 to 4.

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

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

5.1 This Agreement covers:

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

5.2 The Agreement will also cover the CPSU and NTEU upon each Union making an application for coverage to the FWC.

## **6. RENEGOTIATION OF THE AGREEMENT**

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

6.2 The University and the Unions will meet no later than 3 months prior to the Nominal Expiry Date to discuss and agree upon the following:

- (a) a schedule of meetings to commence renegotiation of a replacement agreement after the Nominal Expiry Date;
- (b) timing for exchange of the Parties' respective logs of claim; and
- (c) resourcing.

Substitute arrangements may be agreed in writing.

6.3 The Parties in negotiation will be guided by, and adhere to, the principles of good faith bargaining as required by the Act.

## **7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

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

- (a) the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for in clause 35: *Annual Leave*;

- (b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for in clause 40: *Parental Leave*.
- 7.2 The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.
- 7.3 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
  - (d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.
- 7.4 The University must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and Employee; and
  - (c) is signed by the employer and Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 7.5 The University must give the Employee a copy of the individual flexibility arrangement within 14 days of the arrangement being agreed.
- 7.6 The University or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (b) if the University and Employee agree in writing — at any time.

## **8. IMPLEMENTATION COMMITTEE**

- 8.1 An Implementation Committee will be established to facilitate the implementation of this Agreement.
- 8.2 The Implementation Committee will comprise:

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

8.3 The Implementation Committee will:

- (a) be a forum for consultation on strategies to support the implementation of this Agreement, including training for managers and Employees;
- (b) consider reports required by the various clauses of this Agreement;
- (c) monitor and advise on the implementation of the provisions of this Agreement;
- (d) meet at least once every quarter; and
- (e) be chaired alternately by a Union representative or a representative of the University.

8.4 The University will keep and distribute minutes of meetings.

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

## **9. AVAILABILITY OF THE AGREEMENT**

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

## **10. NO EXTRA CLAIMS**

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

# **PART B – DISPUTE SETTLEMENT**

## **11. DISPUTE SETTLEMENT**

11.1 This clause sets out the procedure for dealing with a dispute regarding:

- (a) any matters arising under this Agreement; or
- (b) the NES.

11.2 A dispute settlement procedure may be initiated by:

- (a) an Employee;
- (b) the Unions (either separately or together); or
- (c) the University.

- 11.3 An Employee who is a party to a dispute may choose to be assisted or represented by a Representative, who may be an official of the relevant Union, at any stage of the procedures set out in this clause.
- 11.4 With the exception of critical issues of work health and safety, normal work will continue while the procedures set out in this clause are being followed, and a party to a dispute will not take any action to aggravate a matter in dispute. If the dispute relates to the expiry of a fixed-term contract, termination of the contract will be deferred pending resolution of the dispute.
- 11.5 In the first instance, the parties to a dispute must attempt to resolve the matter informally through discussion between the Employee and their Supervisor, unless it is not practicable to do so.
- 11.6 If informal discussions are unsuccessful or impracticable, the Employee must formally notify a dispute to the head of their work unit. If there is a conflict of interest regarding the head of the relevant work unit, the Employee must notify the dispute to the Executive Director, Human Resources, who will then follow the procedures set out in this clause.
- 11.7 Subject to subclause 11.8, the formal dispute notification must:
- (a) be in writing;
  - (b) state that the notification is being made under this clause;
  - (c) make reference to the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and
  - (d) insofar as is possible, clearly state the nature of the dispute.
- 11.8 An urgent dispute may be formally notified verbally, provided that a formal dispute notification is issued in writing as soon as possible after the verbal notification.
- 11.9 A formal dispute meeting will be held between the Employee and the head of the work unit within 5 working days of the formal dispute notification, unless otherwise agreed.
- 11.10 At any stage during the dispute process, a party may request an additional meeting with the other party to attempt to resolve the dispute and discuss any dispute resolution process they may wish to apply. Any such meeting must be held within 5 working days of the request being made, unless otherwise agreed. If the parties cannot agree on a dispute resolution process, the process in subclause 11.11 will apply.
- 11.11 Should the dispute not be resolved by the procedures referred to above, or if there is an identified urgent need to resolve the matter, either party to the dispute may refer the dispute to the FWC for conciliation and if necessary, arbitration. If the dispute is arbitrated by the FWC, the parties agree to be bound by a decision made by the FWC, subject to any right of appeal that may arise under the Act.
- 11.12 Nothing in this clause prevents the parties to a dispute from agreeing to refer the matter to a third party other than the FWC for resolution. If this occurs, the parties agree to be bound by the third party's recommendation to resolve the dispute.

## PART C – EMPLOYMENT ARRANGEMENTS

### 12. TERMS OF ENGAGEMENT

#### Information for Employees

- 12.1 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual Employees), whether the position is full-time, part-time or casual, and the name and position of their Supervisor. Part-time Employees will also be notified of the percentage of the full-time load to be worked.
- 12.2 In addition, casual Employees will be informed of the number of hours required or anticipated (where known), the provisions relating to conversion to continuing or fixed-term employment, and details regarding the accrual of long service leave in respect of casual service with the University.
- 12.3 Employees will also be advised where further information on conditions of employment can be located.
- 12.4 This information will be provided on appointment, and when changes occur.

#### Payment of salaries

- 12.5 An Employee will be paid their Salary plus any overtime and shift loadings fortnightly by direct deposit into a recognised financial institution nominated by the Employee.
- 12.6 Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings, and overtime payments. Such statements may be issued electronically, provided that alternative arrangements will be made for Employees who cannot readily access electronic statements.

### 13. PROBATION

- 13.1 This clause does not apply to casual Employees.

#### Probationary period

- 13.2 The University may engage an Employee subject to a probationary period as follows:
- (a) fixed-term Employee engaged for 6 months or more – 6 months;
  - (b) fixed-term Employee engaged for less than 6 months – duration of the appointment; or
  - (c) ongoing Employee – 6 months.
- 13.3 The process prescribed by this clause will apply to Employees who commence employment with the University on or after the date of commencement of this Agreement. If an Employee is subject to a probationary period under clause 13 of the *University of Western Sydney Professional Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.
- 13.4 An Employee who has previously successfully completed a probationary period will not be placed on probation for any subsequent positions held at the University, unless there is a break in service of more than 12 months.

### **Extension of probationary period**

- 13.5 The University may extend an Employee's initial probationary period for a further maximum period of up to 3 months if:
- (a) concerns about the Employee's performance are identified; or
  - (b) the Employee has been absent from work for any reason to such an extent that it has not been possible to assess their performance during the initial probationary period;

provided that the total probationary period imposed upon an Employee does not exceed 9 months.

### **Review of performance during probationary period**

- 13.6 During the probationary period, the Supervisor will meet with the Employee at least once a month to provide feedback to either:
- (a) confirm the Employee's progress in accordance with the position description for their role; or
  - (b) identify any concerns about the Employee's performance and develop an appropriate performance improvement plan for their resolution.

13.7 Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of all reasonable training and support. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.

13.8 At least 2 weeks before the end of the probationary period (including any extension), the Employee's Supervisor will conduct a final review and provide the Employee with a final report.

### **Termination of employment**

13.9 Subject to compliance with subclauses 13.6 to 13.7, a Supervisor may recommend termination of employment during the probationary period by providing a written report to the Executive Director, Human Resources setting out the reasons for the recommendation.

13.10 An Employee whose employment is recommended to be terminated will be given 5 working days to show cause as to why termination should not occur. The Employee will be provided with all documentation on which the Supervisor has relied in making the recommendation to terminate.

13.11 The Executive Director, Human Resources will review and take into consideration the Supervisor's recommendation and the Employee's show cause response, and make a final recommendation to the nominated Employment Executive Member. The Employee will be advised of the Executive Director, Human Resources' recommendation to the Employment Executive Member in writing, together with reasons for the recommendation.

13.12 If the Employment Executive Member determines that the Employee's employment is to be terminated, the University will give the Employee 2 weeks' notice or payment in lieu. The notice of termination will be in writing, and include all reasons for the decision.

## **Serious Misconduct or Research Misconduct during the probationary period**

- 13.13 Notwithstanding any other provision of this Agreement, the employment of a probationary Employee may be terminated at any time for Serious Misconduct (as defined by subclause 52.3(c)) or Research Misconduct (as defined by subclause 53.3(d)), provided the Employee is given an opportunity to respond to any allegations before a decision to terminate is made.

### **No further appeal**

- 13.14 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with the matter.

## **14. CATEGORIES OF EMPLOYMENT**

### **Ongoing employment**

- 14.1 An ongoing Employee is an Employee engaged for an indefinite period of time.
- 14.2 Ongoing employment may contain a reasonable probationary period provided that it is directly related to the work to be done, under conditions set out in clause 13: *Probation*.
- 14.3 Ongoing employment will normally cover the whole year. However, ongoing employment may be for specified sessions or seasons within the year (part-year). If an ongoing Employee is engaged part-year, the period(s) of the year in which they are not required to work:
- (a) will not break continuity of service; but
  - (b) will not count as service for leave accrual purposes.

### **Part-time employment**

- 14.4 Part-time employment is ongoing or fixed-term employment in which the ordinary hours of work are less than those of a full-time Employee.
- 14.5 A part-time Employee will be entitled to the provisions of this Agreement on a pro rata basis, unless otherwise specified.
- 14.6 An ongoing, full-time Employee may apply to work part-time to better balance personal and work commitments. If the application is approved, the University will provide the Employee with the following information in writing:
- (a) confirmation of the approval to work part-time;
  - (b) the period of part-time work;
  - (c) the classification applying to the work; and
  - (d) any agreed arrangements for return to full-time work.

If the application is declined, the University will advise the Employee of the reasons in writing.

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



## Fixed-term employment

- 14.8 A fixed-term Employee is an Employee engaged for a specified period of time or a specific task or project.
- 14.9 Breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks on each occasion will not constitute breaks in Continuous Service.

## Categories of fixed-term employment

- 14.10 The use of fixed-term employment is limited to the following circumstances:

CATEGORY	DEFINITION
(a) <b>specific task or project</b>	a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
(b) <b>external funding</b>	a position entirely paid from an identifiable source of external funding (excluding funding that is part of an operating grant from Government, or comprised of fees paid by or behalf of students);
(c) <b>research only</b>	research only positions, for a period of up to 5 years;
(d) <b>temporary replacement</b>	to temporarily: <ul style="list-style-type: none"> <li>(i) replace an ongoing Employee who is on leave, secondment, or performing higher duties; or</li> <li>(ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;</li> </ul>
(e) <b>recent professional practice</b>	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 of up to 5 years;
(f) <b>pre-retirement</b>	a pre-retirement contract for an ongoing Employee, for a non-renewable period of up to 5 years before the Employee's intended retirement date;
(g) <b>post-retirement</b>	a post-retirement contract, for a non-renewable period of up to 5 years after the Employee's retirement date;
(h) <b>enrolled student</b>	to employ an enrolled student of the University for: <ul style="list-style-type: none"> <li>(i) all or part of their candidature; or</li> <li>(ii) a period of up to 2 years, provided the appointment commences within 12 months of completion of the student's degree;</li> </ul> <p>provided it is not a condition of employment that the Employee undertake a studentship;</p>

	<b>CATEGORY</b>	<b>DEFINITION</b>
(i)	<b>secondment</b>	a fixed-term secondment where the Employee holds a substantive underlying appointment;
(j)	<b>discontinued teaching program</b>	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;
(k)	<b>new organisational area</b>	for positions within a new organisational area under subclause 14.13; and
(l)	<b>disestablished organisational area</b>	for positions within a disestablished organisational area under subclause 14.15.

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

### **Fixed-term employment in new organisational area**

14.12 **New organisational area** means:

- (a) a discipline or sub-discipline area of academic work not previously offered;
- (b) a demonstrated sudden and unanticipated increase in student enrolments; or
- (c) an academic function or unit organised in either a new geographical location, or organised distinctly from existing Schools, Institutes or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).

14.13 Fixed-term employment may be offered in a new organisational area about which there is genuine uncertainty of continuing operation for up to 3 years before or after the establishment of the area.

14.14 At the expiry of the fixed term, the University may offer conversion to ongoing employment in accordance with subclause 15.1, subject to:

- (a) the necessity of ongoing work; and
- (b) the Employee's satisfactory performance in the position.

### **Fixed-term employment in disestablished organisational area**

14.15 Fixed-term employment may be offered where the University has decided to discontinue work in an organisational area within 3 years.

14.16 If the decision to discontinue the work has been reversed, the University may offer conversion to ongoing employment in accordance with subclause 15.2 at the expiry of the fixed term, subject to:

- (a) the necessity of ongoing work; and

- (b) the Employee’s satisfactory performance in the position.

### Contract Research positions

- 14.17 If a fixed-term Employee is engaged in a Contract Research position:
- (a) the Employee may be employed on subsequent research grants. A break between contracts of up to 6 months will not break continuity of service, but will not count as service for any purpose; and
  - (b) the duration of the appointment will correspond with the term of funding available for that research task or position within the overall research grant, provided there is sufficient funding and suitable work available for the appointee under the grant.

### Casual employment

- 14.18 A casual Employee is an Employee engaged by the hour and paid on an hourly basis.
- 14.19 An ongoing or fixed-term Employee may also work as a casual Employee if the work is unrelated to, or identifiably separate from, their normal duties.
- 14.20 A casual Employee is entitled to be unavailable to attend work, or to leave work, for the reasons specified in clause 38: *Personal Leave* and clause 40: *Parental Leave* by agreement with their Supervisor. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion.
- 14.21 If a casual Employee is unavailable for work because they have carer’s responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

### Apprenticeships and traineeships

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

ASSESSED CAPACITY	% PRESCRIBED SALARY RATE	ASSESSED CAPACITY	% PRESCRIBED SALARY RATE
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

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

## **15. CONVERSION**

### **Fixed-term Employees**

- 15.1 If at the end of a first or any subsequent fixed-term contract the same, or substantially the same, position continues for a further fixed term, the incumbent Employee will be given further employment in the position on a fixed-term basis, provided that:
- (a) the Employee was appointed to the position through an open and competitive selection process; and
  - (b) the Employee's performance in the position has been satisfactory.
- 15.2 A fixed-term Employee may make a written application for conversion to ongoing employment, which will be endorsed by the head of the Employee's work unit if the Employee meets all of the following conditions:
- (a) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's work unit;
  - (b) the period of employment under fixed-term contracts has exceeded 3 years of Continuous Service;
  - (c) the Employee is engaged on a second or subsequent fixed-term contract;
  - (d) the Employee was originally or subsequently appointed through an open and competitive selection process; and
  - (e) the Employee meets all the requirements of the position and has performed satisfactorily.
- 15.3 The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.
- 15.4 Notwithstanding anything in subclause 15.2 (b) the University may, at its discretion, convert any fixed-term employment to ongoing employment.

### **Casual Employees**

- 15.5 A casual Employee may make a written application for conversion to ongoing or fixed-term employment if the Employee has been employed on a regular and systematic basis in the same or substantially the same position in the same organisational unit either:
- (a) over the immediately preceding 12 months, during which their average weekly hours worked equalled at least 50% of the ordinary weekly hours of an equivalent full-time Employee; or
  - (b) over the preceding 24 months.
- 15.6 Occasional and short-term work performed by a casual Employee in another classification, job, or organisational unit will not:
- (a) affect the Employee's eligibility for conversion; or

- (b) be included in determining whether the Employee meets the eligibility requirements.
- 15.7 The University will inform a casual Employee about their right to apply for conversion at the time of appointment.
- 15.8 The University will advise the Employee of the outcome of the application for conversion within a reasonable period of time and provide reasons if the application is declined.
- 15.9 The University will not unreasonably decline an application for conversion, but may decline an application on the grounds that the casual Employee:
- (a) is a student or recent student, and this is relevant to their casual engagement;
  - (b) is a genuine retiree;
  - (c) is performing work that will either no longer be required, or will be performed by an ongoing or fixed-term Employee, within 26 weeks of the date of the conversion application;
  - (d) is primarily employed or self-employed elsewhere;
  - (e) does not meet the essential requirement of the position; or
  - (f) is engaged in work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 15.10 If a casual Employee's application for conversion is declined, the Employee cannot reapply for conversion within 12 months unless the application was declined under subclause 15.9(c) and that ground no longer applies.
- 15.11 An offer of conversion will indicate the hours and pattern of work as regular and continuous as is reasonably practicable, given the University's operational requirements and the Employee's previous pattern of work.
- 15.12 Conversion from casual to ongoing or fixed-term employment may be:
- (a) for the whole year;
  - (b) for part of the year, if by custom and practice the Employee has performed the work on this basis; or
  - (c) otherwise as agreed between the University and the Employee.

### **Contract Research positions**

- 15.13 A fixed-term Employee engaged in a Contract Research position may make a written application for conversion to ongoing funding contingent employment if they meet all of the following conditions:
- (a) the Employee is engaged on a second or subsequent fixed-term contract as a contract researcher;
  - (b) the period of employment under fixed-term Contract Research contracts has exceeded 3 years of Continuous Service;
  - (c) the Employee has participated in the Planning and Career Development Program in the 12 months prior to the application being made;

- (d) the head of the Employee's work unit is satisfied that there is likely to be sufficient revenue or funding streams to support the Employee's employment; and
  - (e) the head of the Employee's work unit is satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.
- 15.14 The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.
- 15.15 The University may decline an application for conversion on grounds including, but not limited to:
- (a) the criteria in subclause 15.13 are not satisfied;
  - (b) the Employee is a student, and this was the primary reason for their appointment;
  - (c) the Employee is a genuine retiree (including an Employee who elected to take up a pre or post-retirement contract); or
  - (d) the Employee's performance has been unsatisfactory.
- 15.16 Contract Research Employees will be entitled to the provisions of clause 54: *Termination of Employment* and clause 55: *Fixed-Term Employees Severance Pay*.
- 15.17 If a fixed-term Contract Research Employee's employment is converted to ongoing funding contingent employment, and:
- (a) the funding ceases for reasons outside the Employee's control; and
  - (b) the University is not able find suitable alternative employment for the Employee;

the Employee's employment will terminate on ground of redundancy, and they will receive 4 weeks' notice (or pay in lieu) and severance pay in accordance with clause 55: *Fixed-Term Employees Severance Pay*.

## **PART D – ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT**

### **16. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT**

- 16.1 During the nominal term of this Agreement, the University will:
- (a) increase the employment of Aboriginal and Torres Strait Islander Peoples; and
  - (b) increase the development opportunities for Aboriginal and Torres Strait Islander Peoples Employees;

as part of its commitment to reconciliation with Aboriginal and Torres Strait Islander Peoples.

## Aboriginal and Torres Strait Islander Peoples Employment Strategy

- 16.2 The University will further develop and implement an Aboriginal and Torres Strait Islander Peoples Employment Strategy (**Employment Strategy**) with the aim of improving the employment and participation of Aboriginal and Torres Strait Islander Peoples at all levels of the University, both within the Badanami Centre for Indigenous Education and across the University, through:
- (a) effective measures for recruitment, ongoing professional development, support, and retention;
  - (b) participation of Aboriginal and Torres Strait Islander Peoples Employees in cultural/ceremonial activities;
  - (c) recognition of Aboriginal and Torres Strait Islander Peoples culture; and
  - (d) the existence of the Badanami Centre for Indigenous Education within the University.
- 16.3 The Employment Strategy will incorporate:
- (a) employment initiatives with the objective of the University employing 71 Aboriginal and Torres Strait Islander Peoples Employees by the end of the nominal term of this Agreement. Aboriginal and Torres Strait Islander Peoples engaged as trainees will not be included when assessing whether the University has met this objective;
  - (b) a series of performance indicators for the Employment Strategy that address:
    - (i) professional and career development opportunities for Aboriginal and Torres Strait Islander Peoples Employees;
    - (ii) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees as compared to positions occupied by non-Aboriginal and Torres Strait Islander Peoples Employees; and
    - (iii) appropriate employment retention and promotion of Aboriginal and Torres Strait Islander Peoples Employees into identified and non-identified roles;
  - (c) annual review of the numbers of Aboriginal and Torres Strait Islander Peoples Employees compared to the objective in order to assess progress and develop further measures to give effect to the Employment Strategy;
  - (d) a definition of "self-determination" for Aboriginal and Torres Strait Islander Peoples and how it will apply to Aboriginal and Torres Strait Islander Peoples Employees, developed by the members of the Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee for approval by the Board of Trustees;
  - (e) a University wide cultural awareness training program giving priority to the delivery of training in academic units with existing Aboriginal and Torres Strait Islander Peoples Employees, and in conjunction with the appointment of Aboriginal and Torres Strait Islander Peoples Employees;
  - (f) a program of Aboriginal and Torres Strait Islander Peoples traineeships, scholarships, and sponsorships to cultural events relevant to position and career-related personal development;

- (g) individual professional development plans for Aboriginal and Torres Strait Islander Peoples Employees, developed in consultation with their Supervisor and, where requested, the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement; and
- (h) supplementary funding for development programs. to be provided Employment Strategy.

### **Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee**

16.4 The Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee (**Consultative Committee**) will:

- (a) monitor and review the implementation of the Employment Strategy;
- (b) provide a report of monitored information; and
- (c) make recommendations to the University to improve the Employment Strategy as required.

16.5 The Committee will include as part of its membership:

- (a) the University Executive member, the Pro Vice-Chancellor Engagement, Pro Vice-Chancellor Aboriginal and Torres Strait Islander Leadership, with responsibility for Aboriginal and Torres Strait Islander Peoples employment;
- (b) the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement;
- (c) an Employee with responsibility for the Badanami Centre for Indigenous Education;
- (d) a nominee of each Union who is an Aboriginal and Torres Strait Islander Peoples Employee, or their nominee as appointed by the Union;
- (e) at least 1 Aboriginal and Torres Strait Islander Peoples Employee elected by Aboriginal and Torres Strait Islander Peoples Employees; and
- (f) 2 nominees of the Aboriginal and Torres Strait Islander Peoples Community.

Membership of the categories described in subclauses 16.5(d), (e), and (f) will be renewed on a bi-annual basis.

### **Principles**

16.6 The University will require, and provide support for, all Employees to respect and work within the guiding principles of the Employment Strategy, and all Employees must respect and work within these guiding principles, including:

- (a) respect and consideration for the cultural, social, and religious systems practised by Aboriginal and Torres Strait Islander Peoples;
- (b) recognition that the knowledge of Aboriginal and Torres Strait Islander Peoples provides a significant contribution to all other bodies of knowledge;
- (c) acknowledgement of the scholarship that Aboriginal and Torres Strait Islander Peoples Employees bring to the University;



- (d) acknowledgement that participation of Aboriginal and Torres Strait Islander Peoples in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander Peoples as Employees;
- (e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples requires the redress of past social injustice, exploitation, and employment inequity; and
- (f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals and objectives, in consultation with their Supervisors.

16.7 The University is committed to a regular review of policies, and will:

- (a) include Aboriginal and Torres Islander Peoples Employees in the consultation process; and
- (b) ensure that the policies address the specific backgrounds and needs of Aboriginal and Torres Strait Islander Peoples Employees, and recognise the importance of Aboriginal and Torres Strait Islander Peoples knowledge, learning, and community links.

16.8 The University recognises that "Aboriginality" is a genuine occupational qualification, and that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services and knowledge both to other Aboriginal and Torres Strait Islander Peoples, and to the University as a whole. Therefore, the University recognises that in certain circumstances it may be appropriate for Aboriginal and Torres Strait Islander Peoples to be employed to provide specific knowledge and services to the University. The Federal Government has developed a three-part definition, which has been accepted by the Courts, of who is an Aboriginal and/or Torres Strait Islander person, namely:

- (a) a person being of Aboriginal or Torres Strait Islander descent;
- (b) the person identifying as Aboriginal or Torres Strait Islander; and
- (c) the person being accepted as such by the community in which he or she lives.

16.9 The University will:

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

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

- 16.10 Any selection committee established for an identified position, will, subject to the availability of suitably qualified candidates, comprise at least 50% Aboriginal and Torres Strait Islander Peoples membership. Further, any committee established for the assessment of an existing Aboriginal and Torres Strait Islander Peoples Employee for any purpose, will, subject to the availability of suitably qualified candidates, comprise at least 50% Aboriginal and Torres Strait Islander Peoples membership.
- 16.11 Leave for Aboriginal and Torres Strait Islander Peoples Employees to participate in cultural/ceremonial activities is provided under clause 38: *Personal Leave*.
- 16.12 In recognition of the increased effectiveness and productivity of ongoing or fixed-term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed-term Employee who is required to use Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule 3. Aboriginal and Torres Strait Islander Peoples language means a recognised proficiency in any one of the Aboriginal or Torres Strait Islander Peoples languages.

## **PART E – REMUNERATION, LOADINGS, AND ALLOWANCES**

### **17. PAY RATES**

- 17.1 Salaries will be increased by:
- (a) 0.1% effective from the first full pay period after the date of commencement of this Agreement;
  - (b) 2% effective from the first full pay period in March 2018;
  - (c) 2% effective from the first full pay period in March 2019;
  - (d) 2% effective from the first full pay period in March 2020; and
  - (e) 2% effective from the first full pay period in March 2021.
- 17.2 Full-time Employees will receive a one-off gross payment of \$500 (pro rata for part-time and casual Employees):
- (a) in the last full pay period of 2017; and
  - (b) in the last full pay period of 2020.
- 17.3 Schedule 1 sets out the Salaries for full-time Employees engaged between levels 1 to 10 over the nominal term of this Agreement.
- 17.4 An ongoing or fixed-term Employee will progress by annual increments to the top of the relevant Salary level in Schedule 1 unless the increment is withheld in accordance with:
- (a) clause 51: *Unsatisfactory Performance*;
  - (b) clause 52: *Misconduct or Serious Misconduct*; or
  - (c) clause 53: *Research Misconduct*.

## **18. SUPERANNUATION**

### **Contributions to UniSuper for ongoing Employees**

- 18.1 The University will make 17% employer superannuation contributions to UniSuper for ongoing Employees.
- 18.2 If the scheme to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's salary.

### **Contributions to UniSuper for fixed-term Employees**

- 18.3 Subject to subclause 18.4, the University will make 17% employer superannuation contributions to the relevant scheme for fixed-term Employees as follows:
- (a) if the fixed-term Employee is on a first fixed-term contract with a term of 12 months or more, 17% employer superannuation contributions will be made from the date of commencement; or
  - (b) if the fixed-term Employee is on a second or subsequent fixed-term contract that commenced immediately after expiry of the Employee's previous contract, 17% employer superannuation contributions will be made from the 12-month anniversary of the date of commencement.
- 18.4 From 1 January 2019, the University will make 17% employer superannuation contributions to the relevant scheme for all fixed-term Employees.

### **Contributions for Employees who are members of State Schemes**

- 18.5 For Employees who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**State Schemes**), the University will make employer superannuation contributions to the State Scheme to which the Employee belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that:
- (a) the Employee is eligible to have employer superannuation contributions made on their behalf to their State Scheme; and
  - (b) elects to do so.
- 18.6 The University will pay to UniSuper the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge for Employees that do not qualify for a higher employer contribution under subclauses 18.1 and 18.3.

### **Contributions during unpaid maternity leave**

- 18.7 If an ongoing or fixed-term Employee takes a period of unpaid maternity leave in accordance with this Agreement, the University will make:
- (a) 17% employer superannuation contributions; or
  - (b) employer superannuation contributions at the percentage at which employer contributions were being made when the Employee commenced maternity leave;

whichever is less, for the first 3 months of the unpaid maternity leave calculated at the Employee's Base Rate of Pay at the time at which the Employee commenced maternity

leave. The pro-rata provisions in subclause 40.4 will apply.

## **19. SALARY PACKAGING**

- 19.1 This clause does not apply to casual Employees.
- 19.2 The University and an Employee may agree to salary packaging, which means that the University will reduce the Employee's Salary in lieu of non-cash tax benefits.
- 19.3 Any salary packaging arrangement must be consistent with the University's *Salary Packaging Guide*, as amended or replaced from time to time.
- 19.4 If a salary packaging agreement is made between an Employee and the University, any other payment calculated by reference to the Employee's Salary and payable during employment or on termination of employment, will be calculated by reference to the Employee's Salary and not to the reduced amount under salary packaging.
- 19.5 A salary packaging agreement can be terminated by the Employee or the University by providing 4 weeks' written notice to the other party.

## **20. ANNUAL LEAVE LOADING**

- 20.1 This clause does not apply to casual Employees.
- 20.2 Employees who do not work according to a roster that covers every day of the year will be entitled to an annual leave loading equivalent to 17.5% of 4 weeks of the Employee's Base Rate of Pay for each full year worked.
- 20.3 Employees who work according to a roster that covers every day of the year will be entitled to:
- (a) the shift allowance (or other allowance paid on a regular basis in lieu thereof) that they would have received had they not been on annual leave; or
  - (b) 17.5% of 5 weeks of the Employee's Base Rate of Pay for each full year worked;

whichever is the greater. Shift allowance will not be paid for Public Holidays occurring during the period of annual leave, or for leave in lieu of Public Holidays worked or falling on the Employee's rostered day off.

- 20.4 Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- 20.5 The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- 20.6 Employees who do not work according to a roster that covers every day of the year will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation or termination, based on the proportion of the leave loading year worked by the Employee.
- 20.7 Employees who work according to a roster that covers every day of the year will be paid their annual leave loading when they proceed on leave or on retirement, resignation or termination, based on the proportion of the leave loading year worked by the Employee.

## 21. MEAL ALLOWANCE

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

## 22. ON-CALL ALLOWANCE

- 22.1 This clause does not apply to:
- (a) casual Employees; or
  - (b) Employees engaged within Information Technology and Digital Services, whose on-call allowance provisions are contained in clause 23: *On-Call Allowance for ITDS Staff*.
- 22.2 Due to the operational requirements of the University, some Employees may be required to be rostered as being on-call to perform work outside their ordinary hours.
- 22.3 An Employee who is on-call must be contactable and available to perform work within a reasonable period of time. The Employee may be able to perform the work without having to return to their workplace.
- 22.4 Work performed whilst on-call will be overtime.
- 22.5 An Employee who is on-call will be paid a daily allowance as set out in Schedule 3 in addition to any pay for work that might be performed whilst the Employee is on-call.
- 22.6 An Employee who is on-call will not be paid an on-call allowance if they were not available to work because of illness or other circumstances.
- 22.7 If there is any ongoing requirement for an Employee to be rostered as being on-call, this will be included in their position description.
- 22.8 Rosters will be posted in a readily accessible place.
- 22.9 An Employee will be given at least 72 hours' notice of a change to a roster, or at least 7 days' notice of a new roster.
- 22.10 Employees may swap rosters with the agreement of their Supervisor.

## **23. ON-CALL ALLOWANCE FOR INFORMATION TECHNOLOGY AND DIGITAL SERVICES (ITDS) STAFF**

- 23.1 This clause does not apply to casual Employees.
- 23.2 In this clause, on-call means the situation in which an ITDS Employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance, and/or breakdown work. The on-call service should not be used to cover work that can be characterised as routine or expected, or to provide non-urgent support for projects or functions that could be provided during normal business hours.
- 23.3 Participation in the on-call roster will be on a cyclical basis between defined hours and for a defined period of time.
- 23.4 Rosters will be posted in a readily accessible place.
- 23.5 Unless agreed otherwise, working on-call will be voluntary. In the absence of sufficient volunteers and Employees who have agreed to on-call arrangements, working on-call may be required subject to:
- (a) operational requirements;
  - (b) the current work arrangements of the affected Employees (being those Employees who are required to work on-call);
  - (c) the personal circumstances of the affected Employees; and
  - (d) to the extent possible, an even distribution of on-call responsibilities across the affected Employees.
- 23.6 Whilst on-call, an ITDS Employee must be able to return home or attend work on short notice to carry out any required work. Should the Employee not be available to carry out the required work, the allowance will not be paid.
- 23.7 An ITDS Employee who is rostered as being on-call will be paid an allowance equal to 20% of their normal Base Rate of Pay for each hour that they are on-call.
- 23.8 Where an ITDS Employee is able to rectify a fault remotely and their log-in time is less than 30 minutes, the Employee will not receive an overtime payment in respect of the work.
- 23.9 Where an ITDS Employee is able to rectify a fault remotely and their log-in time is 30 minutes or more, the overtime provisions prescribed in clause 25: Hours of Work will apply.
- 23.10 Where necessary, the University will provide the ITDS Employee with an appropriate on-call kit, which may include suitable transport arrangements and suitable means of communication.

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

- 24.1 If the University requires an Employee to travel to a location other than their nominated work location, the Employee will be paid an allowance if:
- (a) there is no University vehicle or public transport available; or
  - (b) it is unreasonable or impractical to use them in the circumstances.

- 24.2 A casual Employee's nominated work location will be recorded on their Casual Employment Authority.
- 24.3 The allowance will be paid for any net kilometres in excess of the distance the Employee would normally travel using their own vehicle in getting to and from their normal work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.
- 24.4 If an Employee chooses to use their own vehicle when public transport is reasonably available, they will be reimbursed the equivalent economy cost of the public transport.
- 24.5 If an Employee is directed by the University to work away from their nominated work location and has approval to occupy a temporary residence, the University will pay actual reasonable expenses.

## **PART F – HOURS OF WORK AND WORKING ARRANGEMENTS**

### **25. HOURS OF WORK**

#### **Ordinary hours of work**

- 25.1 The ordinary hours of work for an Employee exclude meal breaks. Other than for an Employee who is required to work all their ordinary hours of work according to a roster, the following limits apply:
- (a) for a full-time Employee: 35 hours a week or 140 hours per 4-week period including Saturdays and Sundays, or an average of 35 hours a week including Saturdays and Sundays over a roster period where applicable;
  - (b) for a part-time Employee: less than 35 hours a week or less than 140 hours per 4-week period including Saturdays and Sundays over a roster period where applicable;
  - (c) an Employee will have an average of at least 2 days off work per week;
  - (d) the ordinary hours of work per day will not normally be more than 8, which may be increased to up to 10 if, after consultation with affected Employees (or, if they choose, their Representative, who may be an official of the relevant Union), it can be demonstrated that the introduction of a roster of up to 10 hours per day will allow the University to more effectively meet the operational demands of a specific work area, or unforeseen and/or special work demands require an Employee be directed to work up to 10 hours on a particular day, provided that:
    - (i) this does not occur on more than 2 occasions in a 2-week period;
    - (ii) the Employee is given at least 24 hours' notice; and
    - (iii) the Employee is not required to work the increased hours if they satisfy the University that they have family responsibilities or pressing commitments that prevent them doing so.
- 25.2 In order to balance personal and work demands, an Employee may be permitted to voluntarily work their ordinary hours at any time Monday to Sunday, subject to:
- (a) operational requirements;

- (b) the availability of adequate supervision; and
- (c) with prior written approval of the head of their organisational unit.

Hours worked under these arrangements will be paid at the Employee's Base Rate of Pay.

- 25.3 An ongoing or fixed-term Employee may request reduced hours. Approval of such a request will be subject to operational requirements, but will not be unreasonably withheld by the University.
- 25.4 A female Employee may vary their hours of work by arrangement with their Supervisor in order to accommodate breastfeeding requirements.
- 25.5 The time an Employee takes to travel between their home and their home campus is not included in their hours of work. However, where organisational needs require the Employee to travel to another campus or location, any time additional to the Employee's normal travel time will be included in their hours of work. Travel between campuses during the day is included in an Employee's hours of work.

### Timesheets

- 25.6 All Employees up to and including level 10 are required to complete a timesheet covering each 4-week (140 hours) settlement period.

### Rates of pay

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

### Rostered hours

- 25.11 An Employee who works according to a roster will be paid the following shift loadings in addition to their Base Rate of Pay or Casual Rate of Pay:

	SHIFT	TIME	LOADING
(a)	<b>early morning shift</b>	starting at or after 4.00am and before 6.00am Monday to Friday	10%
(b)	<b>day shift</b>	starting not earlier than 6.00am and before 10.00am Monday to Friday	nil
(c)	<b>early afternoon shift</b>	finishing at or after 7.00pm Monday to Friday	10%



	<b>SHIFT</b>	<b>TIME</b>	<b>LOADING</b>
(d)	<b>afternoon shift</b>	finishing at or after 9.00pm and before midnight Monday to Friday	12.5%
(e)	<b>night shift</b>	finishing at or after midnight and before 6.00am Monday to Friday	15%
(f)	<b>Saturday</b>	any shift worked between midnight Friday and midnight Saturday	50%
(g)	<b>Sunday</b>	any shift worked between midnight Saturday and midnight Sunday	100%
(h)	<b>permanent night shift</b>	any roster in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shift in each roster period	30% (provided that the loading for Saturday or Sunday will be in substitution for, and not in addition to, this loading)

25.12 Work rosters will be posted in a readily accessible place and will indicate the start and finish times of the ordinary hours of work for each shift for each Employee.

25.13 An Employee will be given at least 72 hours' notice of a change of shift in a roster, or at least 7 days' notice of a new roster, unless the Employee is replacing another Employee on unplanned absence. If, because of a change of shift or roster, an Employee works on a day the Employee would have otherwise been rostered off, they will be paid overtime for the time worked.

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

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

25.15 The University will consult with Employees about changes to their regular roster or ordinary hours of work in accordance the relevant provisions of the Act. Employees may be assisted by a Representative for the purposes of such consultation. In consulting with Employees, the University will:

- (a) provide information to the Employees about the change;
- (b) invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
- (c) consider any views about the impact of the change that are given by Employees.

25.16 Any change to an Employee's regular roster or ordinary hours of work will only be made with the agreement of the Employee concerned, taking into account personal circumstances and obligations under clause 48: *Organisational Change*.

### **Overtime**

25.17 The University may require an Employee to work a reasonable amount of overtime, unless the Employee has reasonable grounds for not doing so.

- 25.18 The University will make all reasonable efforts to give an Employee at least 48 hours' notice of any overtime to be worked.
- 25.19 Overtime rates of pay will be:
- (a) 1.5 times the Base Rate of Pay for the first 2 hours and double the Base Rate of Pay thereafter until the end of the overtime;
  - (b) between midnight Friday and midnight Saturday – 1.5 times the Base Rate of Pay for the first 2 hours and double the Base Rate of Pay thereafter until the end of the overtime, with a minimum payment of 3 hours;
  - (c) between midnight Saturday and midnight Sunday – double the Base Rate of Pay with a minimum payment of 4 hours, except for essential work of feeding animals and watering, when the minimum payment will be 3 hours; and
  - (d) on a public holiday – 2.5 times the Base Rate of Pay with a minimum payment of 4 hours except for essential work of feeding animals and watering, when the minimum payment will be 3 hours.
- 25.20 Overtime should be arranged so that, if reasonably practicable, an Employee will have 10 hours off between work on successive days, except 8 hours will be substituted for 10 hours for overtime worked when changing shift rosters or replacing another Employee who has not reported for work. However:
- (a) if an Employee who works overtime would ordinarily commence work within 10 hours of finishing the overtime, they will not be required to report for work until they have had 10 hours off and will be paid at the Base Rate of Pay for the time they would have normally worked in those ten hours; or
  - (b) if an Employee who works overtime is directed by the University to continue or resume work without having had 10 consecutive hours off, they will be paid at overtime rates of pay until released from duty and then have 10 consecutive hours off and will be paid at the Base Rate of Pay for the time they would have normally worked in those 10 hours.
- 25.21 An Employee who is called back to the University's premises for work after leaving for the day will be paid at the appropriate overtime rate for a minimum of 4 hours. Each call will stand alone. This subclause will not apply if:
- (a) it is customary for an Employee to return for pre-arranged overtime; or
  - (b) the overtime is continuous (subject to a reasonable meal break) with the end or start of the Employee's normal working time.
- 25.22 If an Employee is instructed to work overtime on a day they would normally not have been required to work and on reporting to work finds that no work is available, they will be paid 3 hours' overtime at the overtime rate for that day.
- 25.23 Each day's overtime is calculated separately to the nearest quarter of an hour.
- 25.24 If an Employee is required to work overtime, they will be entitled to payment at the relevant overtime rate(s) specified in subclause 25.19. Overtime will be paid unless the Employee and their Supervisor agree that the Employee will instead accrue time off in lieu of overtime as detailed in subclauses 25.25 to 25.28.

### **Time off in lieu of overtime**

- 25.25 Time off in lieu of overtime will not be unreasonably refused by the University, but must be considered in conjunction with any use of flex-leave.
- 25.26 Time off in lieu of overtime will be equal to the hours that would have been payable. For example, 4 hours' overtime worked at double time is equal to 8 hours' time off in lieu.
- 25.27 An Employee may accrue a maximum of 35 hours' time off in lieu of overtime.
- 25.28 Time off in lieu of overtime must be taken:
- (a) at a time mutually agreed between an Employee and their Supervisor; and
  - (b) within 3 months from the time the overtime was worked, or payment at the appropriate overtime rate will be made.

## **26. STANDARD WORKING HOURS**

- 26.1 Standard working hours are ordinary hours that are set and regular, and include an unpaid meal break under clause 27: *Meal Breaks*.
- 26.2 Standard hours of work are equal to 7 hours per day or 35 hours per week, Monday to Friday (pro rata for part-time Employees), and apply to those Employees who elect not to participate in the Flexible Hours of Work Scheme under clause 34: *Flexible Hours of Work Scheme*.

## **27. MEAL BREAKS**

- 27.1 An Employee will be allowed an unpaid meal break of between 30 minutes and 1 hour per meal unless as otherwise provided in clause 34: *Flexible Hours of Work Scheme*.
- 27.2 If the University requires an Employee to work any part of their meal break, the time worked will count as part of the Employee's ordinary hours of work.
- 27.3 An Employee will not be required to work more than 5 hours without an unpaid meal break, however if the Employee works according to a roster they may, by agreement with their Supervisor, take a paid meal break provided they remain available for duty.

## **PART G – WORKLOADS**

## **28. WORKLOADS**

### **Principles**

- 28.1 It is in the interests of the University and its Employees to ensure that workloads are realistic and achievable within ordinary hours of work. The University does not encourage or condone a workplace culture that requires staff to work excessive hours. Whilst recognising that reasonable overtime may, from time to time, be required to meet operational needs, it is the responsibility of:
- (a) managers and Supervisors to ensure that unreasonable expectations are not made of Employees; and

- (b) Employees to ensure that they are not working excessive hours.
- 28.2 Workload allocation will take into account relevant work health and safety principles, the Employee's level of appointment, work fraction profile, and position description.
- 28.3 Employees will not be required to work unreasonable overtime.
- 28.4 The University will not make workload demands of Employees that are inconsistent with these principles.

### **Increases to workloads**

- 28.5 Potential increases to workloads will be considered as part of the risk assessment process prior to any workplace change, introduction of new workflows and processes, and changes to technical systems and infrastructure.
- 28.6 Where an ongoing increase to workloads is identified as a result of:
  - (a) proposed workplace change, the provisions of clause 48: *Organisational Change* will apply, and the organisational change plan will identify the risk and outline any steps to mitigate the effect of increased workloads; or
  - (b) the introduction of new technology, infrastructure, workflows or processes that would not be sufficient to trigger a workplace change under clause 48: *Organisational Change*, the relevant project team or manager will consider the impact on workloads.

### **Workload allocation**

- 28.7 Managers and Supervisors are responsible for ensuring that workloads are fairly and equitably allocated to teams or individuals in consultation with Employees.
- 28.8 Each work area should meet together in at least twice-yearly formal meetings chaired by the manager of the work area, in order to assess collegially and consultatively the work allocation and division of tasks within the group.
- 28.9 Individual workloads are to be discussed and negotiated during performance management reviews and monitored in accordance with subclauses 28.10 and 28.11.
- 28.10 Without disrupting the operation of their work unit, an Employee should be able to:
  - (a) use their flex-time credits as set out in clause 34: *Flexible Hours of Work Scheme*; and
  - (b) take their annual leave within the limits imposed by clause 35: *Annual Leave*.

### **Monitoring workload**

- 28.11 Primary indicators of unreasonable workload include:
  - (a) an ongoing need to work excessive hours;
  - (b) unreasonable overtime; and
  - (c) an inability for Employees to clear accrued leave or flex credits.
- 28.12 Managers and Supervisors have a responsibility to:

- (a) monitor and review workload for signs of overwork; and
  - (b) monitor patterns of work and/or total hours worked over a given period of time, leave balances, accrued time in lieu, and flex balances.
- 28.13 The Implementation Committee will monitor overtime, leave balances, accrued time in lieu, and flex credit balances, and may be used as a forum to facilitate consultation on workloads.

### **Individual and/or work team workload review**

- 28.14 If an Employee or work team is concerned about their workload, they may request a workload review through discussion with their Supervisor. If the matter is not satisfactorily resolved through this process, the Employee or work team may escalate the matter to the head of their work unit.
- 28.15 If the matter is not resolved through discussion with the head of the work unit, the Employee or work team may further escalate the matter to the Executive Director, Human Resources (or nominee).
- 28.16 The Executive Director, Human Resources (or nominee) will review the matter and discuss it with the parties involved, before making a determination and communicating the outcome to the parties.
- 28.17 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest exists (whether identified by an Employee or otherwise), the University will nominate an alternate person to deal with the matter.

## **PART H – CAREER PLANNING AND DEVELOPMENT**

### **29. CAREER PLANNING AND DEVELOPMENT**

- 29.1 The University will:
- (a) provide Employees with a range of centrally-funded training and development opportunities through the Office of Human Resources, and externally delivered programs related to the University's work;
  - (b) increase the number of centrally funded professional development opportunities provided as at the date of commencement of this Agreement; and
  - (c) take reasonable steps to widely advertise all centrally funded professional development opportunities to Employees.
- 29.2 The University will undertake an annual review of University professional development programs offered and report on their uptake to the Implementation Committee. The University intends to spend no less than \$4,600,000 per annum on professional staff development over the nominal life of this Agreement, and will report expenditure to the Implementation Committee at least twice per calendar year.
- 29.3 The University is committed to providing all Employees with:
- (a) the opportunity to be involved in the planning of their work, and to develop personal skills that complement their work unit's goals;

- (b) the opportunity to access a personal career development plan that will lead to identifiable career opportunities; and
  - (c) equity of access to training and development opportunities.
- 29.4 The University will provide opportunities for career progression by:
- (a) advertising all ongoing and fixed-term vacancies on the University website. Vacancies for positions at level 6 or below will be advertised internally in the first instance; and
  - (b) appointing Employees, other than casual Employees, to temporarily perform the duties of a higher classified position in accordance with clause 31: *Higher Duties*.
- 29.5 Career and development opportunities for an individual Employee should initially be identified in discussion with their Supervisor, and may include:
- (a) on-the-job coaching;
  - (b) attendance at training courses, programs or conferences;
  - (c) networking and mentor relationships;
  - (d) temporarily performing duties of a higher classified position;
  - (e) job rotation, secondments, and employee exchange programs;
  - (f) research or project work;
  - (g) support for ongoing accredited education; and
  - (h) involvement in internal or external committees or University governance.
- 29.6 The University will make funding available to support agreed career development plans.

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

- 29.7 An Employee and their Supervisor will meet at least annually to discuss the planning goals and objectives of their work unit for the next 12 months and to clarify how they relate to the Employee.
- 29.8 The Employee and their Supervisor will complete a standard planning and career development document setting out the agreed work plan and career development program for the Employee. The Supervisor will:
- (a) provide the Employee with an opportunity to meet and discuss goals, identify work priorities, and clarify expectations;
  - (b) assist the Employee in identifying career skill development needs in their current position and career development opportunities;
  - (c) provide the Employee with guidance and constructive feedback;
  - (d) identify and support higher duties opportunities as career development; and
  - (e) implement, where possible, an agreed career development program.

- 29.9 If an Employee is reasonably of the opinion that they are not being given training or development opportunities, they should raise the matter with their Supervisor in the first instance. If the matter is not resolved, the Employee may then raise the matter with the Executive Director, Human Resources or other person nominated by the University for resolution.
- 29.10 The University will consult with Employees on the development of the standard planning and career development process.

### **Reimbursement of course fees**

- 29.11 The University may reimburse an ongoing or fixed-term Employee's course fees for study that is directly related to the Employee's current position, or may reasonably be expected to be utilised within the University in the future.
- 29.12 If the University requires an Employee to undertake training, it will be regarded as part of the Employee's duties and count as time worked.

### **Study leave**

- 29.13 An ongoing or fixed-term Employee who is undertaking an approved course of formal study or training related to their work is entitled to:
- (a) up to 5 hours' paid leave per week; and
  - (b) additional paid leave to attend examinations.

This time may be accrued to a maximum of 35 hours in any semester.

- 29.14 Arrangements for taking leave are to be agreed between the Employee and their Supervisor.

### **Multiskilling**

- 29.15 The University may direct an Employee to perform work and/or use equipment as may reasonably be required having regard to the Employee's existing skill base, provided that the Employee is properly trained and licensed, and the skill competency levels required fall within the Employee's classification level.
- 29.16 Any direction given by the University under this clause will be consistent with the University's responsibility to provide a healthy and safe working environment.

## **30. POSITION CLASSIFICATION AND BROADBANDING**

- 30.1 Every position will be classified in accordance with the Position Descriptors set out in Schedule 4.
- 30.2 Positions will be classified at the level that most accurately reflects the work to be performed, taking into account the duties, responsibilities, and accountabilities of the position.
- 30.3 The following general principles apply to classification decisions:
- (a) all positions are subject to these procedures, irrespective of funding source or availability;
  - (b) the classification will be of the position not the occupant;

- (c) classification decisions will be based on an assessment of the documentation of positions against the Position Descriptors, however the University may also choose to utilise a supplementary job evaluation methodology to undertake classifications;
  - (d) the Position Descriptors will be applied consistently across positions; and
  - (e) special regard will be given to pay equity principles.
- 30.4 A position will not ordinarily be reclassified within 12 months of its last reclassification review, unless a significant restructure of the work area has taken place.

### **Classification methodology**

- 30.5 Every position at levels 1 to 10 will have a position description developed within the context of the work unit.
- 30.6 A position description will clearly and comprehensively describe the specific purpose, key functions, core duties and activities, and the various skills required of the position as set out in the Position Descriptors. Generic position descriptions are to be avoided where possible.
- 30.7 Employees will undertake the responsibilities outlined in the position description applicable to their position. An Employee will not be required to undertake duties that are not in their position description on an ongoing basis unless the Employee and their Supervisor have agreed that an application for reclassification will be made. Any such application should be discussed immediately with the Office of Human Resources and lodged as soon as practicable. If the application is successful, the Employee will be back paid to the date the application was lodged with the Office of Human Resources.
- 30.8 If a position is one of a group of like positions across an organisational area, any changes to that position description will be considered within the context of the whole area. This will not, however, prevent the position from being considered for classification as a separate position.
- 30.9 Classification will be undertaken by persons from the Office of Human Resources who are trained in formal classification processes and nominated by the Executive Director, Human Resources, or other person nominated by the University.

### **Reclassification of existing positions**

- 30.10 The University will reclassify positions using the classification methodology outlined in this clause. Personal or gender identifying information about the position holder will not be used in assessing a position for reclassification.
- 30.11 If there is a significant change identified for a vacant position, a revised position description will be created. Any change to a vacant position will be considered within the context of its effect on related positions.
- 30.12 An Employee or their Supervisor may at any time initiate discussions regarding the currency of the Employee's position description and classification level.
- 30.13 A reclassification submission can be made by:
- (a) the Employee;
  - (b) the Employee's Supervisor; or
  - (c) the relevant Union.



- 30.14 A submission should ordinarily be made as soon as practicable after it has been identified that there has been a material change to the Employee's duties so that an Employee is not undertaking additional work for an indefinite period.
- 30.15 If the Employee believes their existing position description is incorrectly classified and the Supervisor confirms that the position description is accurate, the position description will be submitted to the unit manager for their endorsement to forward the position description to Office of Human Resources for reclassification. A request for reclassification must include the following information:
- (a) when the Employee's duties changed;
  - (b) reasons justifying the change in the Employee's duties;
  - (c) how the changed duties align with the requirements of the relevant work unit;
  - (d) how duties are being undertaken if they have been removed from the existing position description; and
  - (e) reasons justifying any delay in applying for reclassification.
- 30.16 If there is no agreement between an Employee, their Supervisor, and the unit manager with appropriate University delegation regarding the currency of the Employee's position description, the Employee may make a reclassification submission directly to the head of the Employee's work unit. If the head of unit supports the submission, it will be forwarded to the Office of Human Resources for reclassification.
- 30.17 If the head of the Employee's work unit does not support the reclassification submission, they will advise the Office of Human Resources of the reasons for their decision, provided that a submission can only be declined on the following grounds:
- (a) the submission does not accurately describe the work being done; and/or
  - (b) the work is not required to be done.
- The Office of Human Resources will advise the Employee of the reasons in writing, and the Employee will continue to perform work in accordance with their position description.
- 30.18 The Office of Human Resources will deal with a reclassification submission equitably, confidentially, and where possible, within 4 weeks of receipt. If there is a delay beyond 4 weeks, the Office of Human Resources will advise the Employee of the circumstances and provide an estimated time for an outcome.
- 30.19 A reclassification submission will result in a position either being reclassified to a higher level or remaining at the same level, and the incumbent will retain the position.
- 30.20 If an occupied position is reclassified to a higher level, the new Salary will be paid from the date the submission was lodged with the head of the Employee's work unit, or from an agreed earlier date. If the higher level work is specified and agreed to commence at a future date, the new Salary will be paid from that future date.
- 30.21 An Employee will be advised of the outcome of their submission in writing by the Office of Human Resources, and will be given reasons if the submission is declined.
- Review**
- 30.22 Each Union will nominate up to 2 members to be trained in the classification methodology utilised by the University. These members will form a part of a Classification Review Panel.

30.23 If an Employee disputes the outcome of their reclassification submission, they may apply in writing to the Executive Director, Human Resources for a review of the decision.

30.24 The Executive Director, Human Resources may:

- (a) reclassify the Employee's position, or
- (b) refer the Employee's submission for review to a Classification Review Panel to independently evaluate the position description.

The Executive Director, Human Resources will determine the appropriate classification of the position in accordance with the outcome of those re-evaluations.

30.25 The Classification Review Panel will comprise:

- (a) 1 Union Employee, trained in the appropriate job classification methodology, and nominated by the Implementation Committee; and
- (b) 1 Employee from the Office of Human Resources trained in the appropriate job classification methodology, and who was not on the original evaluation committee.

30.26 If the Classification Review Panel is required to conduct a review under subclause 30.24(b), the Panel may request relevant information about the position from:

- (a) the University;
- (b) the Employee making the submission; and/or
- (c) the Employee's Supervisor;

prior to completing its review.

30.27 The Executive Director, Human Resources will determine the appropriate classification of the position in accordance with the outcome of the Panel review.

30.28 An Employee will be advised of the result of their reclassification submission in writing within 4 weeks of the submission being made to the Executive Director, Human Resources.

30.29 If an Employee who is required to perform additional or changed duties makes a reclassification submission based on the position description being inaccurate and the submission is declined at any stage of the process outlined in this clause, the Employee will not be required to perform additional or changed duties.

30.30 Where a submission under subclause 30.13 results in the reclassification of the Employee's position, then unless otherwise agreed by the University in light of any reasons given justifying delay under subclause 30.15(e), the reclassification and any consequential change in rate of pay will be effective from the date on which the submission was made to the Office of Human Resources.

### **Broadbanding**

30.31 From the date of commencement of this Agreement, the University will not broadband any new position descriptions.

30.32 Broadbanded positions that are occupied at the date commencement of this Agreement will be grandfathered for the period of the occupancy.

- 30.33 Employees who are in broadbanded positions will continue at their current broadbanded level and will be eligible to apply for progression to the higher level within a broadbanded position only when:
- (a) the established requirements for progression are satisfied by the incumbent Employee; and
  - (b) there is ongoing work available at the higher level.
- 30.34 Submission for progression to a higher level must be submitted to Executive Director, Human Resources, through the Employee's Supervisor and endorsed by the head of the Employee's work unit.
- 30.35 An Employee at the lower level of a broadbanded position may access training and development opportunities in accordance with clause 29: *Career Planning and Development*.
- 30.36 An Employee will not be required to perform work at the higher level if they have not successfully progressed to that level, or are not applying for progression to the higher level within a broadbanded position.

## 31. HIGHER DUTIES

- 31.1 This clause does not apply to casual Employees.
- 31.2 Higher duties are a temporary measure that can be used to cover staff who are on leave or otherwise absent from duties, or while recruitment action is taking place, and provide a career development opportunity for Employees in accordance with clause 29: *Career Planning and Development*. The University will use temporary appointments to perform the duties of higher classified positions as opportunities for staff development.
- 31.3 An Employee who is temporarily appointed to, and satisfactorily performs, the duties of a higher classified position (**Relieving Position**) for:
- (a) at least 5 consecutive working days; or
  - (b) at least 5 separate days within a 2-month period, when the basis of the appointment does not involve consecutive working days but is regular (for example 1 day per week each week);
- is a **Relieving Employee** and will be paid a Higher Duties Allowance for the time they perform the duties of the Relieving Position (**Relief Period**).
- 31.4 A Higher Duties Allowance is the difference between the Relieving Employee's salary and the minimum salary of the Relieving Position.
- 31.5 A pro rata Higher Duties Allowance will be paid if the Relieving Employee performs only a proportion of the duties associated with the Relieving Position. The Unit Manager will determine the proportion of the duties performed after consultation with the Relieving Employee.
- 31.6 Prior to the commencement of the Relief Period, a Relieving Employee will be advised of:
- (a) the extent of the duties to be performed;
  - (b) the rate of the Higher Duties Allowance to be paid; and
  - (c) the expected duration of the Relief Period.

- 31.7 For appointments to higher duties for more than 20 working days, the Higher Duties Allowance will be paid for any leave taken during the Relief Period, provided that the allowance would have been paid but for the taking of the leave. Such leave will count as service for incremental purposes.
- 31.8 For appointments to higher duties for 20 working days or less, the Higher Duties Allowance will not be paid for any leave taken during the Relief Period.
- 31.9 A Higher Duties Allowance will be varied during the Relief Period to take into account any changes in:
- (a) Salary for the Relieving Position; and
  - (b) the proportion of duties associated with the Relieving Position.
- 31.10 Where practicable, the opportunity to perform higher duties should ordinarily be made available to Employees within the work unit where the vacancy exists. In making higher duties opportunities available to interested and suitably qualified Employees, the Supervisor will have regard to whether the Employee(s) concerned have previously had a chance to perform the duties of higher classified positions to ensure equity of access to career development opportunities.
- 31.11 Expressions of interest will be used as the basis for filling vacancies of more than 2 weeks' duration where the University has at least 3 weeks' notice of the vacancy.
- 31.12 Higher duties should not normally be offered for more than a 3-month period. If the University expects a position to be vacant for longer than 3 months or an indefinite period, it will be internally advertised in the first instance and filled through competitive selection.
- 31.13 If a Relieving Employee has performed the same Relieving Position for 1 year or more:
- (a) they will be eligible for incremental progression in the position;
  - (b) the Higher Duties Allowance will be paid for any leave taken during the further period of relief; and
  - (c) the Higher Duties Allowance will be superannuable, unless the Employee expressly declines this benefit.
- 31.14 If a Relief Period extends beyond the original time envisaged, the Relieving Employee's Supervisor will either:
- (a) have the Relieving Position reviewed by the Office of Human Resources; or
  - (b) commence recruitment action for the Relieving Position; or
  - (c) provide the Office of Human Resources and the Relieving Employee with reasons for continuing the higher duties; and
  - (d) advise the Relieving Employee of any revised end date for the Relief Period.
- 31.15 If a Relieving Employee is permanently appointed to the Relieving Position through a competitive recruitment process, they will be treated as having been the permanent occupant of that position during the entire period of higher duties for the purposes of incremental progression.
- 31.16 If a Relieving Employee is permanently appointed to a different position at the same or higher level as the Relieving Position, then periods of time in the Relieving Position may be

aggregated and taken into account for the purpose of incremental progression within that classification level, or any grandfathered broadbanded position under subclause 30.32.

## **PART I – FLEXIBLE WORK PROVISIONS**

### **32. FLEXIBLE WORK PROVISIONS**

32.1 It is acknowledged that flexible work provisions are provided for throughout this Agreement including, but not limited to, the following clauses:

- (a) clause 7: *Individual Flexibility Arrangements*;
- (b) clause 19: *Salary Packaging*;
- (c) clause 25: *Hours of Work*;
- (d) clause 33: *Right to Request Flexible Working Arrangements*;
- (e) clause 34: *Flexible Hours of Work Scheme*;
- (f) clause 38: *Personal Leave*;
- (g) clause 39: *Sick Leave*;
- (h) clause 40: *Parental Leave*; and
- (i) clause 44: *Leave Without Pay*.

32.2 As part of the University's commitment to a flexible workforce, in certain circumstances ongoing and fixed-term Employees have the opportunity to apply to work from a location other than their designated work place.

### **33. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

33.1 A request for flexible working arrangements may be made by:

- (a) ongoing and fixed-term Employees with at least 12 months' Continuous Service; and
- (b) casual Employees who have been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request, and have a reasonable expectation of ongoing employment on a regular and systematic basis.

33.2 An eligible Employee may make a request for flexible working arrangements if the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is school age or younger;
- (b) is a carer within the meaning of the Carers (Recognition) Act 2010 (NSW);
- (c) has a disability;
- (d) is 55 or older;

- (e) is experiencing violence from a member of their family; or
  - (f) provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member's family.
- 33.3 For the purposes of subclause 33.2(f), **immediate family** means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
  - (b) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.
- 33.4 Flexible working arrangements may include, but are not limited to:
- (a) changing from full-time to part-time work (and, where applicable, returning to full-time work subject to the availability of return to full-time work where a replacement Employee has been engaged);
  - (b) job sharing;
  - (c) changing start and finish times within hours of work regulated by this Agreement;
  - (d) decreasing hours of work;
  - (e) flexible working hours;
  - (f) leave without pay; and
  - (g) remote working arrangements.
- 33.5 A request for flexible working arrangements must be made in writing to an Employee's Supervisor, setting out the details of the change sought and the reasons for the change.
- 33.6 The University will give genuine consideration to a request for flexible working arrangements.
- 33.7 The University will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or declined. If the request is declined, the University will provide reasons.
- 33.8 The University may decline a request for flexible working arrangements only on reasonable business grounds which include, but are not limited to:
- (a) the requested working arrangements would be too costly for the University;
  - (b) there is no capacity to change the working arrangements of other Employees to accommodate the requested working arrangements;
  - (c) the requested working arrangements would be likely to result in significant loss of efficiency or productivity; or
  - (d) the requested working arrangements would be likely to have a significant negative impact on customer service.
- 33.9 If the University declines an application for flexible working arrangements, the Employee may make a further application:

- (a) if the Employee's circumstances change; or
- (b) after 6 months have elapsed following the initial request being made.

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

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

34.1 This clause does not apply to casual Employees.

### **General**

34.2 This clause should be read in conjunction with clause 25: *Hours of Work*.

34.3 Whilst access to the Flexible Hours of Work Scheme (**Scheme**) is not an automatic entitlement, flexible hours of work will be made available to all Employees subject to the requirements of the work unit. Supervisors and Employees will balance organisational and individual needs in determining individual working arrangements.

34.4 If an Employee elects to work a standard 35-hour week rather than participate in the Scheme, any subsequent request to join the Scheme will be subject to approval by the Employee's Supervisor.

34.5 Employees whose usual start and finish times are outside bandwidth and core hours will not be disadvantaged by the Scheme.

34.6 If an Employee is unable to work successfully within the Scheme, their Supervisor will discuss the issue with the Employee to resolve the matter.

### **Settlement periods**

34.7 The Scheme is based on 4-week (140-hour) settlement periods commencing on the Friday following every second payday.

### **Timesheets**

34.8 All Employees participating in the Scheme must complete a timesheet covering each settlement period.

34.9 Other than in exceptional circumstances, time must be recorded on the day it is worked.

### **Bandwidth**

34.10 The bandwidth for hours of work is 7:00 am to 6:00 pm, Monday to Friday.

34.11 Time may be accrued during bandwidth hours.

34.12 An Employee who is participating in the Scheme may vary their daily start and finish times within the bandwidth subject to:

- (a) the operational requirements of the Employee's work unit; and
- (b) their Supervisor's approval, which will not be unreasonably withheld.

- 34.13 Regular work outside the bandwidth must be agreed by an Employee's Supervisor, and approved by the head of the Employee's work unit. Any such approvals must be notified to the Executive Director, Human Resources (or nominee).

### **Core hours**

- 34.14 Core hours of work are 9.30am to 3.30pm. Any absences from work during core hours must be accounted for by approved leave, including flex leave.
- 34.15 Regular work outside core hours must be agreed by an Employee's Supervisor, and approved by the head of the Employee's work unit. Any such approvals must be notified to the Executive Director, Human Resources (or nominee).
- 34.16 If, due to exceptional circumstances (for example, urgent carer's responsibilities), an Employee is unable to start or finish work within core hours, they should notify their Supervisor as soon as possible, and any lost time will be debited against the Employee's time credit or debit, or accrued leave entitlements.

### **Meal break**

- 34.17 An Employee must take a meal break of between 30 minutes and 2 hours' duration between 11.30am and 2.30pm, with timing subject to the operational requirements of their work unit. Alternatively, an Employee may elect to take a standard 1-hour meal break.
- 34.18 An Employee must not work more than 5 hours without a meal break.
- 34.19 Substantial extension of an Employee's meal break is subject to the approval of their Supervisor.

### **Time credit**

- 34.20 An Employee may accrue time credit for working more than 7 hours per day, subject to the following:
- (a) gainful work is available;
  - (b) there is an operational requirement for the additional time to be worked; and
  - (c) the additional time is approved by the Employee's Supervisor, with approval not to be unreasonably withheld.
  - (d) time credit will not accrue if overtime is paid for the excess time worked; and
  - (e) time credit is accrued on an hourly basis and not at overtime rates.
- 34.21 At the end of a settlement period:
- (a) a maximum of 14 hours' time credit may be carried forward to the next settlement period; and
  - (b) time credit in excess of 14 hours will be forfeited unless the Employee has been directed not to take flex-leave due to operational requirements, in which case the excess credit may be carried forward to the next settlement period.
- 34.22 An Employee may be directed not to take their accrued flex-leave in a particular settlement period in exceptional circumstances (such as peak work periods), and with the approval of the head of the Employee's work unit. If this occurs, up to 2 days' leave may be carried forward to the next settlement period, and the Supervisor and Employee will agree on a



strategy to ensure the Employee reduces their accrued time credit. Any such carry forward is separate to the maximum permitted carry forward referred to in subclause 34.21(a).

### **Time debit**

- 34.23 Any time less than 140 hours worked in a settlement period is a time debit.
- 34.24 At the end of a settlement period:
- (a) time debit of less than 14 hours is carried forward to the next settlement period; and
  - (b) time debit in excess of 14 hours will be debited against an Employee's annual leave or converted to leave without pay, as appropriate.

### **Flex-leave**

- 34.25 Flex-leave is the taking of accrued time credits by agreement between an Employee and their Supervisor.
- 34.26 Supervisors must ensure that Employees are able to take their flex-leave.
- 34.27 Subject to subclause 34.29, in normal circumstances (meaning during the day to day working of the University), an Employee may take up to 14 hours (2 days') flex leave per settlement period.
- 34.28 In circumstances where an Employee has been directed not to take flex-leave due to organisational needs (such as during peak work periods), the untaken leave will be banked to be taken in the next settlement period or the settlement period(s) subsequent to that, subject to the provisions of subclause 34.29(j).
- 34.29 The following provisions must be adhered to in relation to flex-leave:
- (a) to allow for planning and organisational management, Employees must obtain their Supervisor's advance approval to take flex-leave;
  - (b) requests for flex-leave will not be unreasonably refused;
  - (c) flex-leave is to be taken on an hour-for-hour basis, and does not accrue at overtime rates;
  - (d) the operational requirements of the Employee's work unit must be taken into account when planning flex-leave, and Employees must discuss leave proposals with their Supervisor;
  - (e) an Employee may take flex-leave on consecutive days, but more than 2 consecutive days of flex-leave can only be taken with the approval of their Supervisor;
  - (f) Employees cannot expect to always take flex-leave on a Friday or Monday. In the interest of ensuring the continued effective operation of the work unit, other days of the week may be agreed;
  - (g) it is not necessary for Employees to have a credit balance when taking flex-leave;
  - (h) flex-leave may be taken for full or half days, based on a 7-hour day, however when taking half day flex-leave, an Employee must work at least 3½ hours within bandwidth either before or after the flex-leave;

- (i) half day flex-leave may be taken in conjunction with other forms of accrued leave to cover a full day's absence; and
- (j) a Supervisor must give an Employee reasonable notice when requesting that flex-leave not be taken due to operational requirements. In such circumstances, a maximum of 14 hours' leave will be carried forward and taken in the next settlement period unless prevented by exceptional operational requirements, in which case:
  - (i) the head of the Employee's work unit must make a case to the Executive Director, Human Resources (or nominee) for the Employee to carry the leave forward to the subsequent settlement period; and
  - (ii) if, due to continued operational requirements, the Employee is still unable to take the leave during the subsequent settlement period, the leave will be paid out at ordinary time to the Employee unless alternative arrangements have been made for the Employee to continue to carry the leave forward.

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

### **Overtime**

34.31 Time worked to accrue flex credits or clear time debits will not attract overtime payments.

34.32 Overtime is not generally applicable for time worked during bandwidth hours unless the University requires an Employee to work over and above their agreed individual working arrangements. Any such requirement must be approved by the head of the Employee's work unit (or their delegate).

### **Time off in lieu of overtime**

34.33 Time off in lieu of overtime only applies if the University grants an Employee time off at overtime rates in lieu of an overtime payment. It does not apply to excess accrued time credit.

### **Approved leave and public holidays**

34.34 Standard daily hours (that is, 7 hours) are credited for each day of approved paid leave or public holidays.

34.35 An Employee may only claim time credits for a public holiday if it falls on a day that is within the Employee's normal work pattern. An Employee's work pattern must not be varied to enable the Employee to gain time credit for public holidays.

### **Changed arrangements**

34.36 Where there are changed organisational and operational requirements for the area of work that may affect the hours worked by affected Employees, clause 48: *Organisational Change* will be followed. The University will consider, amongst other things, Employees' family, carer's, and disability needs, and will include these considerations within its decision making.

### Shift work

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

### Monitoring of the Scheme

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

## PART J – LEAVE ENTITLEMENTS

### 35. ANNUAL LEAVE

- 35.1 This clause does not apply to casual Employees.

#### Entitlement

- 35.2 Employees are entitled to 4 weeks of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis.
- 35.3 Employees who work according to a roster that covers every day of the year are entitled to an additional 1 week of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis.
- 35.4 Part-time Employees accrue annual leave on a pro-rata basis.
- 35.5 Annual leave is in addition to any Public Holiday(s) occurring during the period of leave.
- 35.6 Annual leave accrues at half the ordinary rate whilst an Employee is on any form of leave on half pay.
- 35.7 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been ill or injured whilst on annual leave, the University will:
- (a) re-credit the Employee with an equivalent period of annual leave; and
  - (b) deduct an equivalent period of sick leave.
- 35.8 If an Employee has accrued annual leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at end of their employment, and subject to the provisions of clause 31: *Higher Duties*.
- 35.9 If an Employee dies, payment in lieu of the Employee's accrued annual leave entitlement will be made to Employee's personal legal representative, unless paid to the Employee's estate.

#### Taking annual leave

- 35.10 Annual leave will be taken at times agreed between an Employee and their Supervisor. Supervisors have a responsibility to facilitate leave planning and the ability for Employees to take annual leave.

- 35.11 During each calendar year, an Employee must take at least 15 days of annual leave unless the Employee does not have sufficient leave accrued. The University may defer this requirement on a case by case basis provided the Employee takes 30 days of annual leave within 2 years.

### **Direction to take annual leave**

- 35.12 If an Employee has accrued more than 30 days of annual leave, the University may direct the Employee in writing to take up to one-quarter of the Employee's accrued leave entitlement at a time mutually convenient to the Employee and the University, but not more than 3 months from the date on which the direction is given.
- 35.13 If an Employee has been directed to take annual leave under subclause 35.12, the Employee's Supervisor will not unreasonably refuse the Employee's application for annual leave on alternative dates, provided these alternative dates are within an 8-week period either side of the dates directed.
- 35.14 An Employee who has given written notice of their intended date of retirement will not be directed to take annual leave within 12 months of that date.

## **36. CHRISTMAS AND NEW YEAR SHUTDOWN**

- 36.1 This clause does not apply to casual Employees.
- 36.2 The University may shut down over the Christmas and New Year period. If this occurs, the University:
- (a) will grant 2 Concessional Days to Employees during the shutdown period;
  - (b) will allocate 1 day in lieu of the Bank Holiday in accordance with clause 46: *Public Holidays*; and
  - (c) may direct Employees to take up to 4 days of annual leave on working days that fall during the shutdown, other than days that are Public Holidays and/or Concessional Days.
- 36.3 An Employee may elect to take accrued flex leave, long service leave, or leave without pay instead of annual leave during the shutdown.
- 36.4 In exceptional circumstances, an Employee who has exhausted their leave entitlements may make an application to the Executive Director, Human Resources, for leave in advance to cover mandated leave dates. An application will not be unreasonably refused.
- 36.5 Employees who are directed to work on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their Supervisor.

## **37. LONG SERVICE LEAVE**

- 37.1 Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955 (NSW)* as amended or replaced from time to time.
- 37.2 For the purposes of this clause and subject to subclause 37.9, **continuous service** is service with the University without a break of more than 2 months on any one occasion.

### **Entitlement**

- 37.3 Employees are entitled to long service leave as follows:

- (a) after 10 years of continuous service: 3 months at the Employee's Base Rate of Pay or 6 months at half the Employee's Base Rate of Pay, and then a proportionate amount of leave for continuous service between 10 and 15 years;
  - (b) after 15 years of continuous service: 4.5 months at the Employee's Base Rate of Pay or 9 months at half the Employee's Base Rate of Pay; and
  - (c) for each subsequent period of 5 years of continuous service after 15 years: 2.5 months at the Employee's Base Rate of Pay or 5 months at half the Employee's Base Rate of Pay.
- 37.4 Part-time Employees and Employees with a combination of full-time and part-time service accrue long service leave on a pro-rata basis.
- 37.5 If an Employee has completed at least 5 years, but less than 10 years, of continuous service and their employment is terminated by:
- (a) the University for any reason other than for serious misconduct;
  - (b) the Employee on account of illness, incapacity, or domestic or other pressing necessity;
  - (c) the Employee's death; or
  - (d) the conclusion of a fixed-term Employee's second or subsequent contract where the Employee seeks to continue the employment;

they are entitled to a proportionate amount of long service leave at the rate of 3 months' leave at their Base Rate of Pay for 10 years of continuous service.

- 37.6 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been ill or injured for a period of 1 week or more whilst on long service leave, the University will:
- (a) re-credit the Employee with an equivalent period of long service leave; and
  - (b) deduct an equivalent period of sick leave;

provided that re-credit will not be granted to an Employee who is on long service leave immediately prior to retirement, resignation, or termination of employment.

- 37.7 If an Employee has accrued long service leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at the end of their employment.
- 37.8 If an Employee dies, payment in lieu of the Employee's accrued long service leave entitlement will be made to Employee's personal legal representative, unless paid to the Employee's estate.

### **Recognition of prior long service leave credits**

- 37.9 The University will recognise long service leave accruals for prior service with other Australian higher education institutions that recognise transferability of long service leave credits, and any University entity in which the University has more than a 50% controlled interest, provided that:

- (a) the period between cessation of employment with the former employer and commencement of employment with the University is 2 months or less, however this period will not count towards length of service;
- (b) if the Employee has taken long service leave with their former employer, they will not be entitled to long service leave for the period of service for which leave has been taken, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;
- (c) if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual; and
- (d) an Employee will be required to serve at least 5 years with the University before taking or being paid in lieu of long service leave, except that payment in lieu will be made if an Employee dies, retires, receives an ill health benefit under the provisions of their superannuation fund, accepts redundancy, or is retrenched.

### **Recognition of prior casual service**

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

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

### **Calculating service for long service leave purposes**

37.11 In calculating service to establish long service leave entitlements:

- (a) leave without pay will not count as service, except:
  - (i) leave without pay of up to 6 months will count as service after an Employee has completed 10 or more years of continuous service; but
  - (ii) if the period of leave without pay is for more than 6 months, the whole of the period will not count as service; and
- (b) any period of leave without pay for service in the Australian Defence Force Reserves will count as service.

### **Taking long service leave**

37.12 An Employee who is entitled to long service leave may take all or part of the leave at a time of their choosing by giving the University 6 months' written notice of their intention to do so. The University may agree to a shorter period of notice.

37.13 If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been ill or injured for 1 week or more whilst on long service leave, the University will:

- (a) re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service; and
- (b) deduct an equivalent amount of sick leave.

### Direction to take long service leave

- 37.14 The University may direct an Employee with more than 4.5 months' accrued long service leave to take up to 3 months' leave at a time convenient to the University, provided that:
- (a) the University must give the Employee at least 12 months' written notice of the date on which the leave must start;
  - (b) an Employee cannot be required to take long service leave within 24 months of the Employee's intended date of retirement;
  - (c) the minimum period of leave the University can require an Employee to take is 6 weeks;
  - (d) the University cannot require an Employee to take any further long service leave for 2 years after taking leave under this subclause; and
  - (e) an Employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this subclause.

## 38. PERSONAL LEAVE

38.1 This clause does not apply to casual Employees.

38.2 For the purposes of this clause, **immediate family** means:

- (a) a spouse or former spouse of the Employee, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex);
- (b) a child or an adult child (including an adopted/foster child, a step child, or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse; or
- (c) a member of the Employee's household.

### Entitlement

- 38.3 In recognition of the fact that University staff also have family and cultural commitments outside of work or may require leave on compassionate grounds, eligible Employees may access personal leave in accordance with this clause.
- 38.4 The University expects Supervisors to be sensitive and flexible in making arrangements for Employees to attend to personal matters.
- 38.5 Employees are entitled to up to 6 days of paid personal leave per calendar year, and may also use their accrued sick leave entitlement:
- (a) to meet family, cultural, religious or special needs in accordance with the NSW Premier's List of Days of Religious Significance for Multicultural NSW;

- (b) to care for a dependent or a member of their immediate family who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
  - (c) on account of the death of a member of their immediate family.
- 38.6 Aboriginal and Torres Strait Islander Peoples Employees are also entitled to:
- (a) up to 5 days of additional paid leave per calendar year to participate in cultural and/or ceremonial activities; and
  - (b) up to 10 days of additional unpaid leave per calendar year to fulfil cultural and/or ceremonial obligations.
- 38.7 Part-time Employees accrue personal leave on a pro-rata basis.

### **Notice and evidence requirements for personal leave**

- 38.8 An Employee must give notice to the University of the Employee's intention to take personal leave. Such notice must:
- (a) be given to the University as soon as practicable; and
  - (b) advise the University of the period, or expected period, of the leave.
- 38.9 An Employee who has given the University notice of their intention to take personal leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reason(s) specified. This evidence must be provided as soon as practicable and ordinarily within 5 working days of commencing the leave.
- 38.10 An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

## **39. SICK LEAVE**

- 39.1 This clause does not apply to casual Employees.

### **Entitlement**

- 39.2 Employees are entitled to paid sick leave of 15 days per year of service, accrued on a daily basis. Part-time Employees accrue sick leave on a pro-rata basis.
- 39.3 Accrued but untaken sick leave will accrue from year to year.

### **Taking sick leave**

- 39.4 An Employee is entitled to take sick leave if the Employee:
- (a) is unable to work because of personal illness or injury; or
  - (b) needs to attend a Medical Appointment during the Employee's ordinary hours of work; and
  - (c) is not receiving workers' compensation benefits for that illness or injury, or attendance.



- 39.5 If an Employee has exhausted all paid sick leave entitlements, they may use their accrued annual leave or long service leave.

### **Notice requirements for sick leave**

- 39.6 An Employee must give notice to the University of the Employee's intention to take sick leave. Such notice must:
- (a) be given to the University as soon as practicable and, where possible before the Employee's expected commencement time on the day of sick leave; and
  - (b) advise the University of the period, or expected period, of the leave.

- 39.7 The University will protect the privacy and maintain confidentiality of information given by an Employee.

### **Evidence requirements – personal illness or injury**

- 39.8 In respect of subclause 39.4(a), an Employee must provide the University with a medical certificate from a Registered Health Practitioner or pharmacist which states they are unfit for work:
- (a) for all periods of sick leave taken in their first 3 months of service; and
  - (b) when the Employee is absent for more than 3 consecutive working days.

The medical certificate must be provided as soon as practicable and ordinarily within 5 working days of commencing the period of leave.

### **Evidence requirements – Medical Appointments**

- 39.9 In respect of subclause 39.4(b), an Employee must provide proof of attendance at a Medical Appointment as soon as practicable and ordinarily within 5 working days of attendance at the appointment.
- 39.10 Evidence of attendance at a Medical Appointment may include a medical certificate, a letter from the Registered Health Practitioner with whom the appointment took place, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment(s) in the future.

### **Evidence requirements – absences on more than 5 occasions**

- 39.11 If an Employee is absent in any 12-month period due to:
- (a) illness or injury;
  - (b) attendance at a Medical Appointment; or
  - (c) a combination of both;

for a total of more than 5 occasions of 1 day or more without providing appropriate evidence, the University may notify the Employee that they must produce appropriate evidence for all such absences for the next 12 months, following the notification.

- 39.12 If the Employee does not:
- (a) comply with the request to provide evidence; or

- (b) nominate an alternative form of paid leave to cover the absence;

the University may notify the Employee that they will be placed on unpaid sick leave.

### **Unpaid sick leave**

- 39.13 If an Employee is unfit to return to work after all paid leave has been exhausted the Employee will be placed on unpaid sick leave, unless the University decides to grant additional paid sick leave.
- 39.14 The Employee must provide the University with a medical certificate which states they are unfit for work.
- 39.15 Periods of unpaid sick leave will count as service for all purposes.

## **40. PARENTAL LEAVE**

- 40.1 Parental leave consists of:
  - (a) maternity leave taken by an Employee in connection with the Employee's pregnancy or birth of her child;
  - (b) adoption leave taken by an Employee in connection with the adoption of a child;
  - (c) foster parent leave for fostering a child on long term placement; or
  - (d) partner leave taken by an Employee in connection with their partner's pregnancy or birth of their child (**partner** includes spouse, de facto spouse and partners of the same sex).

### **Maternity leave - eligibility and entitlement**

- 40.2 An Employee (including a casual Employee) who becomes pregnant is entitled to up to 52 weeks' maternity leave. An Employee may also apply for leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- 40.3 Subject to subclause 40.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of maternity leave will be paid their Base Rate of Pay for up to 20 weeks of their maternity leave, or half their Base Rate of Pay for up to 40 weeks.
- 40.4 If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year has completed less than 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to pro-rata paid maternity leave.
- 40.5 The total period of maternity leave will not exceed 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.
- 40.6 An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child, but no later than the date of birth of the child.
- 40.7 An Employee who is unable to attend work due to a pregnancy-related illness or pregnancy-related medical appointment may take any leave to which she is entitled. In the event of a miscarriage, an Employee may take any sick leave to which she is entitled.
- 40.8 An Employee who is entitled to paid maternity leave and whose child is stillborn or dies shortly after birth, is entitled to up to a total of 20 weeks' paid leave (pro rata for Employees

with less than 1 year's continuous paid service), including any paid maternity leave already taken. A medical certificate must be provided.

- 40.9 If the contract of a fixed-term Employee on maternity leave expires before the Employee has used all paid maternity leave, the balance of the leave will be paid as a lump sum. This will not extend the term of the fixed-term contract.

### **Adoption leave – eligibility and entitlement**

- 40.10 An ongoing or fixed-term Employee who adopts a child and is the primary care giver of that child is entitled to up to 52 weeks' adoption leave unless the child has been continuously living with the Employee or their partner for 26 weeks or more. An Employee may also apply for additional leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- 40.11 Subject to subclause 40.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of adoption leave will be paid their Base Rate of Pay for up to 20 weeks of their adoption leave, or half their Base Rate of Pay for 40 weeks.
- 40.12 Adoption leave may be taken by either parent, however if both parents are University Employees, one Employee's paid leave entitlement will be reduced by the paid adoption leave taken by the other parent in relation to the same child.
- 40.13 If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year has completed less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to pro rata paid adoption leave.
- 40.14 Adoption leave may commence immediately prior to the date of placement of the child being adopted, but no later than the date of placement.

### **Foster parent leave – eligibility and entitlement**

- 40.15 Subject to subclause 40.34, an ongoing or fixed-term Employee who:
- (a) is the primary care giver of a foster child on long-term placement; and
  - (b) has completed at least 1 year's continuous paid service immediately prior to the commencement of the leave;

will be paid their Base Rate of Pay for up to 6 weeks if the child is younger than 5 years of age, or for up to 3 weeks if the child 5 or more years of age.

- 40.16 Foster parent leave may commence from the time that the child enters an Employee's care, but no later than the date of entry into care.

### **Partner leave – eligibility and entitlement**

- 40.17 Subject to subclause 40.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service is entitled to:
- (a) 2 weeks' partner leave paid at their Base Rate of Pay, to be taken at the time of birth or adoption of their child; and
  - (b) 6 weeks' partner leave paid at their Base Rate of Pay, to be taken within 12 months of the birth or adoption of their child if they are to become the primary carer of their child but are not entitled to paid maternity or adoption leave; and

- (c) if they are the primary carer of their child but are not entitled to maternity leave, up to an additional 50 weeks' unpaid partner leave.
- 40.18 An Employee may apply for an additional 6 weeks' unpaid partner leave for the birth or adoption of their child, which the University will not unreasonably refuse. Such leave may be taken at the same time as any leave as the primary carer of the child.
- 40.19 A casual Employee is entitled to unpaid partner leave in accordance with the Act and subclause 14.20.
- 40.20 Following a period of partner leave, an Employee may apply to return to work on reduced hours for a defined period by giving 4 weeks' written notice.

### **Applying for parental leave**

- 40.21 An eligible Employee should apply for parental leave at least 4 weeks in advance and provide evidence indicating the expected date of birth or placement. Any change to approved parental leave requires at least 4 weeks' written notice. If an Employee is unable to give the required notice, their entitlement to parental leave will not be affected.
- 40.22 An Employee entitled to parental leave may also take any other form of leave to which they are entitled, however the latest day on which parental leave can commence is the date of the child's birth, adoption, or entry into care.

### **Transfer to a safe job**

- 40.23 A pregnant Employee may request a transfer to a safe job during the Employee's pregnancy in accordance with the Act.

### **Return to work after maternity or adoption leave**

- 40.24 An ongoing Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they went on leave, subject to the following:
  - (a) if the Employee was transferred, at the Employee's request, to a different position, location or reduced hours because of the Employee's pregnancy, the Employee is entitled to return to the Employee's original position, location and/or original hours;
  - (b) if the Employee's position is discontinued or significantly changed while the Employee is on maternity or adoption leave, the Employee will be entitled to return to a position at the same level on the same campus. If such a position cannot be found, the Employee will be entitled to the provisions of clause 49: *Redeployment and Redundancy*.
- 40.25 A fixed-term Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they proceeded on leave for the residual period of the contract.
- 40.26 A nursing mother returning to work after maternity leave will be entitled to paid lactation breaks. The University will provide Employees who are nursing mothers with access to suitable nursing facilities.
- 40.27 The University will not deny a casual Employee re-employment because they are pregnant or have been absent on maternity or adoption leave.

### **Phased return**

- 40.28 An Employee who takes paid maternity or adoption leave will be entitled to a phased return to work if they return to work:
- (a) full time, or on the same part-time arrangement as immediately prior to taking leave; and
  - (b) within 12 months of commencing the leave.
- 40.29 A full-time Employee may be absent on pay for up to 1 day per week (or 20% of their ordinary hours) in the 40 weeks following their return to work, pro rata for a part-time Employee.
- 40.30 Before the Employee returns to work, the Employee and their Supervisor will agree on phased return arrangements that recognise the needs of the Employee and the work area.

### **Reduced hours**

- 40.31 An Employee who returns to work after maternity or adoption leave may work reduced hours for up to 2 years from the date of commencement of the leave. The Employee may also apply for an additional defined period of reduced hours, which the University will not unreasonably refuse.

### **Periods of parental leave for Employee couples**

- 40.32 Where both parents are Employees of the University, the maximum period of any form of unpaid parental leave that may be accessed by the Employees is 24 months.
- 40.33 Any period of unpaid parental leave taken by the other Employee parent will be taken into account in assessing an Employee's application for unpaid parental leave.

### **Paid parental leave and service**

- 40.34 If an Employee who is eligible for paid parental leave:
- (a) has a combination of full-time and part-time service; and/or
  - (b) has worked reduced hours at any time following their return to work from a period of maternity or adoption leave;

the rate of pay at which any subsequent period of paid parental leave is provided will be based on the average rate of pay received by the Employee:

- (c) in the 52 weeks preceding the period of paid parental leave; or
- (d) during the period since the Employee returned from the earlier period of maternity or adoption leave;

whichever is less.

- 40.35 Any Public Holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.
- 40.36 An Employee who takes paid parental leave may elect to be paid as a lump sum at the commencement of the leave.

- 40.37 Paid parental leave will count as service for the accrual of annual leave.
- 40.38 Except in the case of an Employee who has completed 10 years of Continuous Service, any period of unpaid parental leave:
- (a) will not count as service for long service purposes; but
  - (b) will not break continuity of service.
- 40.39 Where an Employee has completed 10 years of Continuous Service, unpaid parental leave will count as service provided such leave does not exceed 6 months, in which case the whole period of leave without pay will not count as service.
- 40.40 Unpaid maternity leave will count as service for incremental progression.
- 40.41 Paid parental leave will count as service for incremental progression.

## **41. JURY DUTY AND WITNESSES**

- 41.1 This clause does not apply to casual Employees.

### **Jury duty**

- 41.2 If an Employee is required to attend jury duty during their ordinary hours of work, they must:
- (a) notify the University as soon as possible of when they are required; and
  - (b) provide the University with proof of their attendance.
- 41.3 Subject to compliance with subclause 41.2, the Employee's Salary will continue to be paid whilst the Employee is on jury duty, however the Employee will be required to refund to the University any other payment they receive for attending jury duty with the exception of payments for meals, accommodation, and/or travelling.

### **Witnesses**

- 41.4 If an Employee is called to give evidence as a witness during their ordinary hours of work, they must notify the University as soon as possible of their required absence from work.
- 41.5 Subject to compliance with subclause 41.4, the Employee's Salary will continue to be paid whilst the Employee is attending as a witness, however the Employee will be required to refund to the University any other payment they receive for attending with the exception of payments for meals, accommodation, and/or travelling.
- 41.6 An Employee who is required to give evidence as a witness on behalf of the University, or in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

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

- 42.1 This clause does not apply to casual Employees.
- 42.2 Employees who serve in the Australian Defence Force Reserves will be granted leave in each calendar year of:
- (a) up to 16 calendar days on full pay for annual training;

- (b) up to 16 calendar days on full pay for attendance at a school, class or course of instruction; and
- (c) up to 4 additional calendar days, if the Commanding Officer of a unit of the Reserves in which an Employee serves, certifies in writing that it is necessary for the Employee to attend obligatory training.

42.3 If in the opinion of the University it would not be in the University's interest to grant an Employee leave at a particular time, the University will grant leave at another time.

42.4 If an Employee is required to take additional leave for Defence Force Reserves purposes, the Employee will be placed on annual leave, long service leave, or leave without pay.

### **43. EMERGENCY SERVICES CALLOUT LEAVE**

43.1 Employees who are a member of a voluntary Emergency Services organisation that is an accredited organisation as defined by the *State Emergency and Rescue Management Act 1989 (NSW)* (as amended or replaced from time to time) to assist in firefighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the *State Emergency Service Act 1989 (NSW)* as amended or replaced from time to time.

43.2 Reasonable paid leave may also be granted to undertake training required by the accredited organisation.

43.3 To be eligible for paid leave under this clause, an Employee must provide their Supervisor with evidence they were required to attend relevant training or required to attend an emergency situation.

43.4 Where practicable, an Employee should inform their Supervisor as soon as possible of their absence from work because they have been called to attend an emergency under the *State Emergency Service Act 1989 (NSW)* as amended or replaced from time to time.

### **44. LEAVE WITHOUT PAY**

44.1 This clause does not apply to casual Employees.

44.2 An Employee who has completed at least 18 months of full-time Continuous Service may apply for leave without pay. The University may waive this qualifying period in cases of pressing personal or domestic hardship.

44.3 The University will not unreasonably withhold its consent when considering an application for leave without pay.

44.4 The maximum period of leave without pay is 12 months. The University may extend this for a further period of up to 12 months in special circumstances.

44.5 The granting of any extended leave without pay will be dependent on prior satisfactory service.

44.6 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's work unit.

44.7 An Employee may apply for leave without pay for any purpose that is not specifically prohibited by this clause.

44.8 An Employee must not use leave without pay to explore employment opportunities outside the University, and will be expected to return to work at the end of their leave.

- 44.9 An Employee must notify the University of any change in the circumstances for which leave without pay was granted, in which case the University may require the Employee to return to work by providing 4 weeks' written notice. The Employee will not, however, have an automatic right to return to work prior to the end of the agreed period of leave.
- 44.10 Except for leave without pay for service with the Australian Defence Force Reserves:
- (a) leave without pay of more than 5 days does not count as service in calculating the length of an incremental period; and
  - (b) leave without pay of more than 5 days in any period of 12 months does not count as service for annual leave or sick leave entitlements.

## 45. DOMESTIC AND FAMILY VIOLENCE

### Definition

- 45.1 **Domestic and family violence** means violent or threatening behaviour, or any other form of behaviour, that coerces or controls a family member or causes that family member to be fearful. It extends beyond physical violence and may involve the exploitation of power imbalances and patterns of abuse over many years.
- 45.2 Examples of behaviour that may constitute domestic and family violence include:
- (a) an assault;
  - (b) a sexual assault or other sexually abusive behaviour;
  - (c) stalking;
  - (d) repeated derogatory taunts;
  - (e) intentionally damaging or destroying property;
  - (f) intentionally causing death or injury to an animal;
  - (g) unreasonably denying the family member the financial autonomy that he or she would otherwise have had;
  - (h) unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or his or her child, at a time when the family member is entirely or predominantly dependent on the person for financial support;
  - (i) preventing the family member from making or keeping connections with his or her family, friends or culture; or
  - (j) unlawfully depriving the family member, or any member of the family member's family, of his or her liberty.

- 45.3 The University will not take adverse action against an Employee if the Employee's attendance and/or performance is affected by domestic and family violence.

### Paid domestic and family violence leave

- 45.4 An Employee who is experiencing domestic and family violence is entitled to 10 days per year of paid domestic and family violence leave for the purpose(s) of:



- (a) attending legal proceedings, counselling, and/or appointments with a health or legal practitioner;
- (b) making relocation or other safety arrangements; and/or
- (c) other activities associated with the experience of family and domestic violence.

45.5 An Employee may also apply for additional paid domestic and family violence leave.

45.6 Applications for paid domestic and family violence leave under subclauses 37.4 and 37.5 may be made to the Office of Human Resources (including the Executive Director, Human Resources). Any such requests will be determined by the Executive Director, Human Resources on a confidential basis.

### **Additional support**

45.7 The University is committed to providing support to Employees who are experiencing domestic and family violence. The types of support that may be provided will be determined on a case by case basis, but may include access to flexible working arrangements, counselling via the University's Employee Assistance Program, and additional paid domestic and family violence leave in accordance with subclause 45.5.

### **Notice and evidentiary requirements**

45.8 An Employee will give the University notice of their request to take leave under this clause as soon as reasonably practicable.

45.9 If required by the University, an Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose(s) set out in subclause 45.4. Such evidence may include a document issued by the police service, a court, a doctor or health practitioner (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, or a statutory declaration.

45.10 The University will take all reasonable measures to ensure that any personal information provided by an Employee concerning their experience of domestic and family violence is kept confidential.

### **Employee providing support to another person**

45.11 An Employee who is supporting a person experiencing domestic and family violence, and who requires time off work for that purpose, may request leave without pay and/or apply for personal leave under clause 38: *Personal Leave*, or witness leave under clause 41: *Jury Duty and Witnesses*, as appropriate.

## **46. PUBLIC HOLIDAYS**

46.1 This clause does not apply to casual Employees.

46.2 Employees are entitled to the following paid public holidays:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Sunday	Easter Monday

Anzac Day	Queen's Birthday
Labour Day	Christmas Day
Boxing Day	A day between Christmas Day and New Year's Day in lieu of the Bank Holiday

Any other day or part day declared or prescribed by or under a law of New South Wales in that part of the State at or from which the Employee performs work

- 46.3 If a public holiday occurs on an Employee's rostered day off and the Employee does not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed with their Supervisor. Alternatively, the University may pay the Employee an additional day's pay at their Base Rate of Pay.

## PART K – MANAGING CHANGE

### 47. JOB SECURITY

- 47.1 Job security is important for the University to function effectively and achieve its strategic goals.
- 47.2 The University recognises the value of attracting, developing, and retaining high quality staff on merit, and on an ongoing basis. It is not the University's intention to use casual employment to fill positions that could otherwise reasonably be filled on an ongoing or fixed-term basis.
- 47.3 Over the nominal term of this Agreement, the University will seek to:
- (a) minimise retrenchments where possible; and
  - (b) not increase casual employment at the expense of ongoing employment.

### 48. ORGANISATIONAL CHANGE

#### Terms used in this clause

- 48.1 For the purposes of this clause:
- (a) **consultation** means:
    - (i) the sharing of relevant information, including the nature of the proposed change and its impact on directly affected Employees, with directly affected Employees, the Unions, and any appointed Representatives;
    - (ii) directly affected Employees being given the opportunity to express their views and contribute in a timely fashion; and
    - (iii) the views of directly affected Employees, the Unions and any appointed Representatives being valued and taken into account by the University;

- (b) Employees are **directly affected** if proposed organisational change is likely to have a significant impact on their work practices, working conditions and/or employment prospects;
- (c) **minor change** is organisational change that does not fall within the definition of significant organisational change;
- (d) **outsourcing** means replacing or replicating the work specifically and directly performed by an Employee at the time outsourcing is proposed with a contract for service or work by an organisation (including a controlled entity) or someone who is not an Employee; and
- (e) **significant organisational change** may include the following outcomes:
  - (i) termination of employment (including redundancy);
  - (ii) changes to the composition or size of the workforce;
  - (iii) closure of a University work unit(s);
  - (iv) introduction of significant technological change;
  - (v) changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of staff;
  - (vi) significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units;
  - (vii) relocating directly affected Employees to another campus; and
  - (viii) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

### Representation

- 48.2 A directly affected Employee may choose to seek the advice, representation and support of their Union during consultation, or appoint a Representative to assist them for the purposes of this clause.

### Consultation on proposed organisational change

- 48.3 Effective organisational change requires genuine consultation. To achieve this, the University will consult with all Employees who may be directly affected by proposed significant organisational change, including Employees on leave or secondment.
- 48.4 The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under this clause, unless a decision made as part of academic planning leads to a proposal for significant organisational change.

### Minor change

- 48.5 Minor change will be addressed at the local level through discussion with directly affected Employees and, if appropriate, the work unit.
- 48.6 In cases of proposed minor change, the formal change process will not apply if:

- (a) all directly affected Employees in the relevant work unit have been involved in discussion and consideration of the change; and
  - (b) all of those Employees agree with the proposed minor change.
- 48.7 If directly affected Employees advise the University, either directly or through their Union or appointed Representative that they do not agree with the proposed minor change the formal change process will apply.

### **Discussions before a change proposal is developed**

- 48.8 The University will discuss with directly affected Employees issues that might lead to change before developing a change proposal. Such discussions may include the preparation of an issues paper, which would be made available to directly affected Employees of the work unit prior to the development and release of a formal change proposal.

### **Outsourcing**

- 48.9 A proposal for outsourcing will not be justified primarily on the basis that an outside service provider has lower rates of pay than the University.
- 48.10 If outsourcing is proposed, the University will make an issues paper available to directly affected Employees prior to the release of a formal change proposal that includes the provision of evidence to support the case for outsourcing.
- 48.11 The University will also report to the Implementation Committee about any outsourcing proposal and will forward any organisational change proposal involving outsourcing to the Implementation Committee at the time the proposal is released to Employees.

### **Developing a change proposal**

- 48.12 The University will develop a written change proposal covering the following issues if significant organisational change is proposed:
- (a) type and nature of the proposed change;
  - (b) reason(s) for the proposed change, including any financial reason(s);
  - (c) current staffing profile and/or current location;
  - (d) proposed staffing profile and location changes;
  - (e) impact on Employees and their work in the affected work unit, including any ongoing increase to workloads;
  - (f) suggestions for mitigating any negative consequences for directly affected Employees;
  - (g) evidence to support any case for outsourcing;
  - (h) any impact on Employees in another work unit;
  - (i) any health and safety implications;
  - (j) any equity implications;
  - (k) financial impact;

- (l) a proposed implementation plan, including indicative timeframes and any transitional arrangements; and
- (m) details of the post-restructure review to be conducted under subclause 48.33, or where the University has determined that such a review would not be appropriate, the reasons for that determination.

### **The consultation process**

- 48.13 A change proposal will be sent to all directly affected Employees, and the Unions and/or any appointed Representatives, including any Employees on leave or secondment, allowing at least 2 weeks for feedback.
- 48.14 As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees, the Unions, and any appointed Representatives. Where practicable, consultation will take the form of face to face meetings.
- 48.15 During the consultation process, an Employee whose position is proposed to be discontinued may:
- (a) suggest measures to mitigate any negative consequences for the Employee if the change proposal is approved for implementation; or
  - (b) make a direct submission to the Employment Executive Member about the proposed discontinuation of their position. The Employment Executive Member will consider the Employee's submission and advise the Employee of their determination within 7 days.
- 48.16 Following consultation and taking into account feedback from directly affected Employees, the Unions, and any appointed Representatives, the University will finalise the change proposal.

### **Distribution of final change plan**

- 48.17 The University will distribute the approved final change plan, together with a Management Response document, to all directly affected Employees, the Unions, and any appointed Representatives before implementing the plan.
- 48.18 The final change plan will also include responses to all concerns and/or issues raised by Employees and/or the Unions.

### **Implementation of final change plan**

- 48.19 The University will consult with directly affected Employees, the Unions, and any appointed Representatives about the process of implementing the change plan, including any measures that could be taken to mitigate any negative consequences for directly affected Employees.
- 48.20 The University will use retrenchment as a last resort. When retrenchment occurs, the University will make available career transition services to an agreed service level upon request by an affected ongoing Employee.

### **Relocation**

- 48.21 If organisational change results in an ongoing or fixed-term Employee being relocated to a different campus and this would result in an unreasonable increase in the Employee's travel time or costs, or unreasonably impact on the Employee's family or carer's responsibilities, the University will, if practicable, consider the following relocation options:

- (a) voluntary swap with another Employee in a similar position at a different location;
- (b) flexible work practices, such as working at the new location for an agreed number of days per week;
- (c) working in the new location for a trial period;
- (d) working remotely for a trial period;
- (e) a combination of working in the new location and remotely for a trial period; or
- (f) any other options suggested by the Employee, their Union(s) or Representative, and the University.

48.22 Relocation options, other than a voluntary position swap, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become displaced and clause 49: *Redeployment and Redundancy* will apply.

### **Restructuring**

48.23 If a work unit is restructured, and:

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

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

48.24 If a work unit is restructured and there are more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in redundancy from directly affected ongoing Employees.

48.25 Within 20 working days of receiving an expression of interest in redundancy from an Employee, the University will advise the Employee in writing as to whether the Employee will be offered redundancy. If redundancy is offered to an Employee, then clause 49: *Redeployment and Redundancy* will apply.

48.26 If after calling for expressions of interest in redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will place the remaining affected Employees into the positions using a merit-based selection process.

48.27 A directly affected ongoing Employee who is not placed in the new structure will become an **eligible Employee**.

48.28 The University may place an eligible Employee in a new or vacant position in the new structure if:

- (a) the position is suitable; and
- (b) the eligible Employee agrees to the placement, such agreement will not be unreasonably withheld.

- 48.29 A suitable position is one for which the eligible Employee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in Salary to the eligible Employee's previous position. The process of placement will be supported by a centrally administered capability assessment process.
- 48.30 If an eligible Employee agrees, the University may place them in a new or vacant position within the new structure at a lower level, in which case the Employee's Salary will be maintained for all purposes at the level of their previous position as follows:
- (a) for 24 months, if the Employee agrees to be placed 1 level lower; or
  - (b) for 12 months, if the Employee agrees to be placed more than 1 level lower;
- after which it will be reduced to the maximum Salary step of the new or vacant position.
- 48.31 If there are 2 or more eligible Employees being considered for placement in a suitable new or vacant position in the new structure, placement will be determined using a merit-based selection process.
- 48.32 An eligible Employee who is not placed will become a displaced employee and the conditions in clause 49: *Redeployment and Redundancy* will apply.

### **Post-restructure review**

- 48.33 Within 12 months of the final change plan being released, the University will conduct a review of the implemented change as against the rationale and expected outcomes detailed in the change plan.
- 48.34 The University will:
- (a) provide a copy of the draft post-restructure review report to directly affected Employees and the Union(s) for their comment; and
  - (b) incorporate any feedback received from directly affected Employees and/or the Union(s) into the final report.

## **49. REDEPLOYMENT AND REDUNDANCY**

- 49.1 This clause does not apply to casual or fixed-term Employees.

### **Displaced Employees**

- 49.2 Organisational change may result in an ongoing Employee being displaced because the University no longer requires the Employee's job to be performed by anyone due to changes in the University's operational requirements, in which case the procedures set out in this clause will apply.
- 49.3 The University will:
- (a) advise an Employee in writing if they are displaced;
  - (b) discuss with a displaced Employee their options regarding redeployment or redundancy; and
  - (c) pro-actively case manage and consult with the displaced Employee.

- 49.4 The University will provide displaced employees with calculations of their estimated redundancy entitlements including taxation, and annual and long service leave entitlements.

### **Support for displaced Employees**

- 49.5 The University will provide the following support to displaced Employees:
- (a) professional assistance in applying for positions, interview techniques and career planning;
  - (b) professional counselling; and/or
  - (c) job search and career transition management services, which may include relevant and specifically targeted short-term training programs.
- 49.6 If the University proposes to transfer an ongoing Employee to another employer, the following conditions will apply:
- (a) no Employee will be forced to transfer to another employer; and
  - (b) if an Employee wishes to remain with the University, the Employee will have access to the redundancy and redeployment provisions contained in this clause.

### **Consideration period**

- 49.7 The University will give a displaced Employee 10 working days to:
- (a) elect in writing to be considered for redeployment; or
  - (b) express an interest in redundancy.
- 49.8 If a displaced Employee does not make an election within the required timeframe, and there are no positions into which the Employee could be redeployed, the University will immediately commence the redeployment period in relation to the Employee in accordance with subclause 49.11.
- 49.9 If an Employee is on secondment at the time their substantive position is discontinued, and:
- (a) the secondment has more than 6 months remaining, the Employee will be required to make an election under subclause 49.7 at that time. The Employee may elect:
    - (i) redundancy, which will then take effect in accordance with subclause 49.23; or
    - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 49.11; or
  - (b) the secondment has less than 6 months remaining, the requirement to make an election under subclause 49.7 will be deferred until the conclusion of the secondment (excluding any extensions).

### **Redeployment**

- 49.10 If a displaced Employee elects redeployment, their election must include a curriculum vitae to assist in the redeployment process.



49.11 If a displaced Employee elects redeployment, the University will try to identify a suitable position for redeployment (**redeployment period**). The University may agree to a longer or shorter redeployment period if requested by the Employee.

49.12 A displaced Employee who has elected to be considered for redeployment will be entitled to the following redeployment period:

CATEGORY OF EMPLOYEE	REDEPLOYMENT PERIOD
(a) level 6 and below	20 weeks
(b) an Employee at level 7 and above displaced through a decision by the University to outsource the Employee's work, and who:  (i) is aged 45 years or over; or (ii) has more than 15 years of Continuous Service with the University	16 weeks (may elect to be paid in lieu of 4 weeks)
(c) all other Employees	12 weeks

49.13 During the redeployment period, a displaced Employee:

- (a) may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training; and
- (b) will be given reasonable paid time off work to attend job interviews or undertake other job search activities.

49.14 The University will keep a register of displaced Employees and examine all vacant positions before advertising to determine whether there is a displaced Employee suitable for redeployment. A position will only be advertised externally if it can be shown there is no Employee who could be redeployed into the position, including with reasonable retraining.

49.15 A displaced Employee who has elected redeployment and has the essential skills and qualifications to fill a suitable vacant position takes precedence over all other persons in appointment to that position.

49.16 If there is more than one displaced Employee being considered for a position, the University will decide which Employee best meets the position requirements based on their skills, qualifications and experience.

49.17 A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.

49.18 The University is committed to providing reasonable time and resources for retraining.

### Offers of redeployment

49.19 A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training, however this does not mean the Employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.

49.20 If a displaced Employee accepts redeployment to a position at a lower level, the Employee's Salary will be maintained for all purposes at the level of their previous position as follows:

- (a) for 24 months, if the Employee accepts redeployment to a position that is 1 level lower than their previous position;

- (b) for 12 months, if the Employee accepts redeployment to a position that is more than 1 level lower than their previous position;

after which it will be reduced to the maximum Salary step of the position into which the Employee has accepted redeployment.

### Redundancy

- 49.21 If a displaced Employee elects redundancy, they should seek independent advice on taxation and superannuation.
- 49.22 A displaced Employee who elects redundancy will be entitled to:
- (a) a notice payment equal to 20 weeks at the Employee's Base Rate of Pay; and
  - (b) payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks; or
  - (c) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.
- 49.23 A displaced Employee who elects redundancy will cease to be employed 10 working days after advising the University of their election, or at another date agreed between the Employee and the University.

### Retrenchment

- 49.24 A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by a casual Employee(s) that could be reallocated to the displaced Employee as an ongoing full-time or part-time workload, provided that the displaced Employee:
- (a) must be suitably qualified and have the capacity to perform the work; and/or
  - (b) could be retrained within a reasonable period of time to perform the work.
- 49.25 If at the end of the redeployment period a displaced Employee is not redeployed, the Employee will be retrenched and entitled to the following payment:

CATEGORY OF EMPLOYEE	PAYMENT
(a) level 6 and below	<ul style="list-style-type: none"> <li>• 20 weeks, minus up to 12 weeks' redeployment period at the Employee's Base Rate of Pay; and</li> <li>• payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks;</li> </ul>

CATEGORY OF EMPLOYEE	PAYMENT
(b) an Employee at level 7 and above displaced through a decision by the University to outsource the Employee's work, and who: <ul style="list-style-type: none"> <li data-bbox="416 405 890 439">(i) is aged 45 years or over; or</li> <li data-bbox="416 439 890 528">(ii) has more than 15 years of Continuous Service with the University</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="906 259 1385 349">• 20 weeks, minus the length of the redeployment period at the Employee's Base Rate of Pay; and</li> <li data-bbox="906 383 1385 528">• payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks;</li> </ul>
(c) all other Employees	<ul style="list-style-type: none"> <li data-bbox="906 562 1385 651">• 20 weeks, minus the length of the redeployment period at the Employee's Base Rate of Pay; and</li> <li data-bbox="906 685 1385 831">• payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.</li> </ul>

### Funding for retraining, redeployment, redundancy, and retrenchment

- 49.26 Retraining, redeployment, redundancy, and retrenchment will be funded from a central University fund or provisioning provided for by the relevant Division, work unit, or Centre budget.

## PART L – ILL HEALTH OR INJURY

### 50. MANAGING ILL HEALTH OR INJURY

#### Application

- 50.1 This clause does not apply to:
- (a) casual Employees;
  - (b) an Employee who is receiving an ill-health retirement or temporary disability benefit from their superannuation fund;
  - (c) an Employee who is receiving worker's compensation benefits; or
  - (d) an Employee who is on paid sick leave.
- 50.2 This clause does not prevent an Employee from applying to their superannuation fund for ill-health retirement or a temporary disability benefit. If an Employee makes such an application and it is supported by the University, the process prescribed by this clause will be placed on hold pending the outcome of the application.
- 50.3 An Employee who is required to undergo the process prescribed by this clause may be placed on sick leave, or elect to use some other form of accrued leave pending conclusion of the process.

- 50.4 This clause does not prevent the University from taking any action it considers necessary to meet its obligations under applicable work health and safety legislation.
- 50.5 The University will maintain confidentiality regarding the process prescribed by this clause.

### **Medical examination**

- 50.6 The University may require an Employee to undergo a medical examination by an independent medical practitioner or specialist nominated by the University, and at the University's expense, if:
- (a) the Executive Director, Human Resources reasonably considers that the Employee's ability to perform or resume their duties is in doubt because of the Employee's illness or injury, and it is unclear whether the Employee will be able to perform or resume those duties within a reasonable period of time; or
  - (b) the Executive Director, Human Resources reasonably considers that the health, safety or welfare of the Employee and/or other Employees and/or students may be at risk of being adversely affected by the Employee's illness or injury.
- 50.7 The University will provide the Employee with at least 2 weeks' written notice of the requirement to undergo a medical examination, unless there is concern regarding imminent harm to the Employee or others, in which case the Employee will be required to attend the examination as soon as reasonably practicable. The Employee may also agree to a shorter notice period.
- 50.8 The University will provide the Employee with a copy of the referral document sent to the medical practitioner or specialist. The Employee may also provide medical information to the practitioner or specialist prior to the medical examination.

### **Medical Report**

- 50.9 Following the medical examination, the medical practitioner or specialist will provide a written report to the University (**Medical Report**) advising:
- (a) whether the Employee is able to perform their duties, or is likely to be able to resume the duties within 12 months; and
  - (b) if applicable, whether the Employee requires or will require any adjustments to perform or resume their duties, and the nature of any such adjustments; and/or
  - (c) if applicable, whether the Employee presents a risk of the health, safety, or welfare of the Employee and/or other Employees and/or students and, if so, whether the risk is likely to persist for more than 12 months.
- 50.10 The University will provide a copy of the Medical Report to the Employee.
- 50.11 If the Medical Report provides that the Employee:
- (a) is fit to perform their duties, or will be fit to resume the duties within 12 months; and/or
  - (b) does not present a risk to the health, safety, or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months;

the University will use the report, together with any medical report from the Employee's treating specialist, as the basis on which to plan and manage the Employee's return to work, including any reasonable adjustments that may be made.

50.12 If the Medical Report provides that the Employee:

- (a) is not fit to perform the Employee's duties, and is unlikely to be fit to resume the duties within 12 months; or
- (b) presents a risk to the health, safety, or welfare of the Employee and/or other Employees and/or students, and is likely to do so for a period of more than 12 months;

the University may notify the Employee that it intends to terminate their employment. If the Employee is so advised, they will have 5 working days to request a second medical examination by an alternative medical practitioner or specialist.

50.13 If the Employee:

- (a) elects to not attend a second medical examination; or
- (b) fails to make an election within the required timeframe;

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

### **Second medical examination**

50.14 If the Employee elects to attend a second medical examination, the University will provide the Employee with the names of 2 independent medical practitioners or specialists from which to choose. The University will bear the cost of the examination and provide the Employee with at least 1 weeks' written notice to attend the examination.

50.15 The University will:

- (a) request the medical practitioner or specialist to advise on the matters referred to in subclause 50.9; and
- (b) provide the medical practitioner or specialist with a copy of the Medical Report prior to the second medical examination being carried out. The Employee may also provide medical information to the practitioner or specialist prior to the second medical examination.

### **Second Medical Report**

50.16 The University will require the medical practitioner or specialist who carries out the second medical examination to provide a written report to the University regarding the Employee's fitness for work (**Second Medical Report**).

50.17 The University will provide a copy of the Second Medical Report to the Employee.

50.18 If the Second Medical Report:

- (a) does not confirm the findings of the Medical Report; or

- (b) provides that the Employee is fit to perform or resume the Employee's duties, or is likely to be able to perform or resume their duties within 12 months of the second medical examination; or
- (c) provides that the Employee does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the second medical examination;

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

50.19 If the Second Medical Report:

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

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

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

- 50.20 If an Employee refuses or fails without reasonable cause to attend a medical examination under this clause, the Employee will be given 5 working days to show cause as to why their employment should not be terminated.
- 50.21 If the Employee fails to show reasonable cause, their employment will be terminated effective immediately with payment in lieu of 4 weeks' notice.
- 50.22 An Employee's refusal or failure to attend a medical examination under this clause will not constitute Misconduct or Serious Misconduct as defined by clause 52: *Misconduct or Serious Misconduct*.

### **Option to resign**

- 50.23 The University may provide the Employee with an option to resign prior to effecting termination of employment under this clause. Any resignation must take effect within 4 weeks of the University giving notice of termination.

## PART M – DISCIPLINARY PROCEDURES

### 51. UNSATISFACTORY PERFORMANCE

#### Application

- 51.1 This clause does not apply to:
- (a) casual Employees; or
  - (b) Employees serving a probationary period.
- 51.2 This clause will apply to any unsatisfactory performance process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to an unsatisfactory performance process under clause 48 of the *University of Western Sydney Professional Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.

#### General

- 51.3 Unsatisfactory performance occurs when an Employee has, over a reasonable period of time, failed to meet the standard of performance expected for the Employee's position, having regard to the Employee's level and duties, and any mitigating factors.
- 51.4 If a matter involving unsatisfactory performance has been dealt with under clause 52: *Misconduct or Serious Misconduct*, this clause will not apply.
- 51.5 An Employee may choose to be accompanied by a support person or Representative, including an official of the relevant Union, at any stage of a process prescribed by this clause.
- 51.6 Disciplinary action should be used as a last resort.

#### Informal counselling

- 51.7 If an Employee's Supervisor has concerns about the Employee's performance, the Supervisor will meet with the Employee to discuss:
- (a) the Supervisor's concerns regarding the Employee's performance;
  - (b) the nature of the improvement required (this may include directing the Employee to undertake appropriate training);
  - (c) the time within which reasonable improvement is expected; and
  - (d) the Employee's response, if any, to the Supervisor's concerns (including any mitigating factors).
- 51.8 The Supervisor will keep a written record of the meeting and provide a copy to the Employee.

#### Performance Improvement Plan

- 51.9 If:
- (a) the Employee does not satisfactorily respond to the Supervisor's concerns and/or disclose any mitigating factors; and

- (b) the Employee's performance does not satisfactorily improve after informal counselling;

the Supervisor will advise that more formal measures are required to assist the Employee to improve their performance.

51.10 The Supervisor and the Employee will agree upon a Performance Improvement Plan (**PIP**), which sets out:

- (a) the nature of the Employee's unsatisfactory performance;
- (b) the specific areas that require improvement;
- (c) the specific performance standard that is expected and how improvement will be measured;
- (d) any support to be provided to assist the Employee to reach the specific performance standard;
- (e) the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met;
- (f) the dates on which the Employee and the Supervisor will meet to discuss the PIP; and
- (g) the consequences of continued unsatisfactory performance.

51.11 If the Employee disagrees with the content of the PIP, they may request that the head of the Employee's work unit determine whether the specific performance standard expected is reasonable. If there is a conflict of interest, the matter may be referred to the Executive Director, Human Resources.

51.12 If the Employee refuses to participate in the PIP process, the Supervisor may issue a lawful and reasonable direction to the Employee to participate in the process.

### **Review of Performance Improvement Plan**

51.13 If, after the review period identified in the PIP, the Supervisor is of the view that:

- (a) the Employee's performance has satisfactorily improved, the Supervisor will advise the Employee in writing and the process will conclude; or
- (b) the Employee has exhibited a reasonable level of improvement towards reaching the specific performance standards identified in the PIP, the Supervisor may extend the review period by a maximum of 8 weeks; or
- (c) the Employee has not reached the specific performance standards identified in the PIP, the Supervisor will refer the matter to the nominated Employment Executive Member for determination.

### **Determination by Employment Executive Member**

51.14 Following consideration of the matter, the Employment Executive Member may determine that:

- (a) no further action should be taken, in which case the process will conclude; or



- (b) the review period identified in the PIP should be extended, in which case the matter will be referred back to the Employee's Supervisor; or
  - (c) disciplinary action should be taken. This may include, but is not limited to, the removal of duties and/or responsibilities for which the Employee is paid an allowance, or demotion; or
  - (d) a recommendation be made to the Vice-Chancellor that the Employee's employment be terminated for unsatisfactory performance.
- 51.15 The Employment Executive Member will advise the Employee of the determination in writing within 10 working days, in response to which the Employee will have 5 working days to make a written submission for the Employment Executive Member's consideration. If the Employee:
- (a) does not make a submission, the Employment Executive Member will confirm their decision; or
  - (b) makes a submission, the Employment Executive Member may:
    - (i) confirm their decision; or
    - (ii) decide to take some other form of action under subclause 51.13.
- 51.16 If the Employment Executive Member makes a recommendation to the Vice-Chancellor pursuant to subclause 51.14(d) or 51.15, the Employee may request a review of the unsatisfactory performance process, in which case the Employment Executive Member will refer the matter to an Unsatisfactory Review Performance Committee (**Review Committee**).
- 51.17 If the Employee does not request that the matter be referred to a Review Committee, the Vice-Chancellor may:
- (a) refer the matter back to the Employment Executive Member for other action; or
  - (b) terminate the Employee's employment for unsatisfactory performance by providing the notice in accordance with subclause 51.23.

### **Unsatisfactory Performance Review Committee**

- 51.18 A Review Committee will, where possible, be convened within 15 working days and comprise:
- (a) an Employee nominated by the University;
  - (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and
  - (c) an independent Chair selected by the Vice-Chancellor from a pool agreed between the University and the Unions. Chairs will have relevant experience and be independent.
- 51.19 The Review Committee will provide a written report to the Vice-Chancellor regarding whether the unsatisfactory performance process has been followed (**Committee Report**).
- 51.20 The Review Committee will:

- (a) allow the Employee and the University the opportunity to be assisted by Representatives;
- (b) provide the Employee with an opportunity to be interviewed;
- (c) interview any person to establish whether the unsatisfactory performance process has been followed;
- (d) conduct all interviews in the Employee's presence or, where requested, the presence of the Employee's Representative and the University's Representative;
- (e) conduct its proceedings as expeditiously and confidentially as possible, consistent with the need for fairness;
- (f) provide the Employee or their Representative, and the University or its Representative, the right to ask questions of interviewees and make submissions; and
- (g) keep a record of its proceedings.

51.21 The Review Committee will issue the Committee Report as soon as possible following conclusion of its proceedings, and the Employee will be given 5 working days to respond to the report.

51.22 The Committee Report and the Employee's response (if any) will then be provided to the Vice-Chancellor for consideration, following which the Vice-Chancellor may:

- (a) take no further action, in which case the Employee will be advised accordingly in writing and the advice may, with the Employee's agreement, be published in an appropriate manner; or
- (b) take action to remedy any procedural deficiency identified in the Committee Report; or
- (c) formally terminate the Employee's employment for unsatisfactory performance.

### Notice of termination of employment

51.23 If the Employee's employment is terminated for unsatisfactory performance, the Employee will receive the following notice of termination or payment in lieu:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

## 52. MISCONDUCT OR SERIOUS MISCONDUCT

### Application

52.1 This clause does not apply to:

- (a) casual Employees; or
- (b) Employees serving a probationary period.

52.2 This clause will apply to any misconduct or serious misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a misconduct or serious misconduct process under clause 49 of the *University of Western Sydney Professional Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.

### Definitions

52.3 For the purposes of this clause:

- (a) **Disciplinary Action** includes one or more of the following:
  - (i) formal counselling;
  - (ii) staff development (including training);
  - (iii) written warnings;
  - (iv) withholding an increment for up to one year;
  - (v) demotion by one or more classification levels or increments; and/or
  - (vi) termination of employment (in cases of Serious Misconduct only);
- (b) **Misconduct** means wilful or deliberate and improper conduct that is not Serious Misconduct, but is nevertheless conduct that is:
  - (i) dereliction of the duties required of the Employee's position;
  - (ii) conduct that causes an impediment to the carrying out of an Employee's duties or to other Employees carrying out their duties;
  - (iii) a breach of the Employee's contract of employment which does not warrant the termination of the Employee's employment; or
  - (iv) a breach of the University's policy which does not warrant the termination of the Employee's employment;
- (c) **Serious Misconduct** includes:
  - (i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - (ii) conduct that causes serious and imminent risk to:
    - A. the health or safety of a person, where the conduct represents a wilful, deliberate or reckless disregard of such

- health and safety; or
  - B. the reputation, viability, or profitability of the University, other than conduct that is in accordance with clause 65: *Intellectual Freedom*;
- (iii) an Employee, in the course of their employment with the University, engaging in:
- A. theft;
  - B. fraud; or
  - C. assault;
  - D. being intoxicated at work;<sup>1</sup> or
- (iv) refusing to carry out a lawful and reasonable instruction that is consistent with an Employee's contract of employment.

### General

- 52.4 Any matter involving alleged Misconduct or Serious Misconduct must be reported to the Executive Director, Human Resources as soon as practicable.
- 52.5 If a matter that could be dealt with under this clause has in good faith been addressed under clause 51: *Unsatisfactory Performance*, this clause will not apply.
- 52.6 An Employee may choose to be accompanied by a support person or Representative, including an official of the relevant Union, at any stage of the process prescribed by this clause.
- 52.7 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest (whether identified by an Employee or otherwise) exists, the University will nominate an alternate person to deal with the matter.
- 52.8 The making of a frivolous, vexatious or bad faith complaint or allegation (which may include fabricating the complaint or allegation) will be dealt with under the procedures prescribed by this clause.

### Records

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

### Suspension in cases of alleged Serious Misconduct

- 52.10 In cases of alleged Serious Misconduct, an Employee may be suspended at any stage of a process conducted under this clause:

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<sup>1</sup> An Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform.

- 52.11 with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business; or of interference with evidence relevant to the investigation; or
- 52.12 without pay if the alleged Serious Misconduct is such that it would be unreasonable to allow the Employee to continue in paid employment during the process.
- 52.13 In cases of suspension without pay:
- (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
  - (b) the Employee can engage in paid employment, or utilise accrued annual or long service leave entitlements for the duration of the suspension;
  - (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
  - (d) the Employee will be reimbursed any lost income if the allegations are not sustained.
- 52.14 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

### **Informal resolution**

- 52.15 If appropriate, the head of the Employee's work unit (or their nominee) will first attempt to informally resolve matters that give rise to the operation of this clause through discussion, guidance, counselling, and/or staff development.
- 52.16 Any attempt at informal resolution, whether successful or not, will be documented in writing.
- 52.17 If informal resolution is:
- (a) successful: the matter will conclude;
  - (b) unsuccessful: the matter will be referred for formal investigation and the Vice-Chancellor will nominate an Employment Executive Member.

### **Formal investigation**

- 52.18 The formal investigation will be carried out by an external investigator appointed from a pool agreed between the University and the Unions.
- 52.19 The University will advise the Employee of its decision to conduct a formal investigation, and of clause 60: *Employee Representation*, unless the University determines that exceptional circumstances exist and it is not appropriate for the Employee to be aware of, and involved in the investigation.
- 52.20 Subject to subclause 52.19, the University will provide the Employee with a copy of the investigator's brief.
- 52.21 As part of the formal investigation:
- (a) the Employee will be given an opportunity to be interviewed and challenge any evidence;

- (b) the Employee will also be given an opportunity to nominate persons relevant to the investigation, together with their contact details and a brief summary of the evidence that they may provide;
  - (c) the investigator will make all reasonable attempts to interview persons nominated by the Employee; and
  - (d) the investigator may interview any person and review any documents or other material that may be of relevance.
- 52.22 The investigator will decide the appropriate process for the investigation, and will conduct the investigation as expeditiously and confidentially as possible.
- 52.23 At the conclusion of the formal investigation, the investigator will provide the University with a written report (**Investigation Report**) setting out:
- (a) the investigator's findings of fact about the alleged conduct;
  - (b) whether any breaches of policy, procedure, or contract have occurred; and
  - (c) any mitigating circumstances.
- 52.24 The Employment Executive Member will consider the Investigation Report and determine whether:
- (a) no further action is warranted, in which case the matter will conclude and the Employee will be advised accordingly; or
  - (b) further action is warranted, in which case the matter will progress under this clause.

## **Allegations**

- 52.25 If the Employment Executive Member determines that further action is warranted, the University will notify the Employee of the allegations against them in writing, and in sufficient detail to enable the Employee to understand, and respond to, the allegations.
- 52.26 The Employee will be provided with the parts of the Investigation Report on which the University has relied in making the allegations. The University may also redact any material it considers should be omitted from the Investigation Report if exceptional circumstances exist.
- 52.27 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegations.
- 52.28 When responding to the allegations, the Employee can request that the matter be referred to a Misconduct Committee.

## **Misconduct Committee**

### **Composition**

- 52.29 A Misconduct Committee will, where possible, be convened within 10 working days and comprise:
- (a) an Employee nominated by the University;

- (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and
- (c) an independent Chair selected by the Vice-Chancellor from a pool agreed between the University and the Unions.

### **Role**

- 52.30 The Misconduct Committee will provide a written report (**Committee Report**) to the University regarding any matters the Committee considers should be taken into account in determining the matter. The Misconduct Committee will consider:
- (a) the Investigation Report;
  - (b) the allegations;
  - (c) the Employee's response to the allegations;
  - (d) any additional submissions or material provided by the Employee regarding the allegations;
  - (e) any mitigating circumstances;
  - (f) whether the formal investigation was procedurally fair; and
  - (g) any other matters that may have material relevance to the University's determination regarding Disciplinary Action.
- 52.31 The Misconduct Committee will not reinvestigate the matter, but may consider additional material evidence (whether from persons or documents) that was not available to the investigator.
- 52.32 The Misconduct Committee will prepare its report as expeditiously and confidentially as possible.

### **Determination**

- 52.33 The Employment Executive Member will consider the Employee's response to the allegations and any Committee Report, and determine what, if any, Disciplinary Action is to be taken.
- 52.34 If the Employment Executive Member determines that the Employee's employment should be terminated for Serious Misconduct, the determination will be referred to the Vice-Chancellor for approval and the Employee will be given 10 working days (or longer period as agreed) to respond to a show cause letter.

### **Notice of termination of employment**

- 52.35 If the Employee's employment is terminated for Serious Misconduct, they will receive the following notice of termination or payment in lieu:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

### No further appeal

- 52.36 Where a decision has been made in accordance with this clause, no further appeal against that decision can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal that would be competent to deal with the matter.

## 53. RESEARCH MISCONDUCT

### Application

- 53.1 This clause does not apply to:
- (a) casual Employees; or
  - (b) Employees serving a probationary period.
- 53.2 This clause will apply to any research misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a research misconduct process under clause 50 of the *University of Western Sydney Professional Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.

### Definitions

- 53.3 For the purposes of this clause:
- (a) **Breach** means a contravention of the Research Code where the Employee has not had a previous finding of a Breach or Research Misconduct made against them, and the consequences arising from the Breach are not sufficiently serious to amount to Research Misconduct;
  - (b) **Disciplinary Action** may include one or more of the following:
    - (i) formal counselling;
    - (ii) staff development (including training);
    - (iii) written warnings;
    - (iv) withholding an increment for up to one year;
    - (v) demotion by one or more classification levels or increments; and/or
    - (vi) termination of employment (in cases of Research Misconduct only);



- (c) **Research Code** means the University's *Research Code of Practice* as amended or replaced from time to time; and
- (d) **Research Misconduct** means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scholarly community for proposing, conducting, or reporting research. It includes the misleading ascription of authorship including the listing of authors without their permission, attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of work primarily produced by a research student/trainee or associate. It does not include honest errors or honest differences in interpretation or judgments of data.

### Examples of Breach and/or Research Misconduct

53.4 Examples of conduct that may constitute a Breach and/or Research Misconduct include, but are not limited to:

- (a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
- (b) failure to conduct research or follow approved or commonly accepted research protocols;
- (c) conducting research without required ethics approval;
- (c) failure to declare or manage a serious conflict of interest;
- (d) the wilful concealment or facilitation of Research Misconduct by others; or
- (e) other practices that seriously deviate from those commonly accepted within the research community for proposing, conducting or reporting research;

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

### General

53.5 The University may only take action against an Employee for an alleged Breach or alleged Research Misconduct under this clause.

53.6 If a matter that could be dealt with under this clause has in good faith been addressed under clause 51: *Unsatisfactory Performance*, this clause will not apply.

53.7 An Employee may choose to be accompanied by a support person or Representative, including an official of the Union, at any stage of the process prescribed by this clause.

53.8 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest exists, the University may nominate an alternate person to deal with the matter.

53.9 Employees must report an alleged Breach or alleged Research Misconduct to the relevant Academic Unit Director of Research (or equivalent) in a timely manner. Any such allegation must be made in good faith. If an Employee makes an allegation that is frivolous, vexatious or in bad faith, the University may take disciplinary action against that Employee under clause 52: *Misconduct or Serious Misconduct*.

## **Records**

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

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

- 53.11 In cases of alleged Research Misconduct, an Employee may be suspended at any stage of a process conducted under this clause:
- (a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business; or of interference with evidence relevant to the investigation; or
  - (b) without pay if it would be unreasonable for the Employee to continue in paid employment during the process.
- 53.12 In cases of suspension without pay:
- (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
  - (b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension;
  - (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
  - (d) the Employee will be reimbursed any lost income if the allegations are not sustained.
- 53.13 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

## **Agreed early resolution**

- 53.14 At any stage of a process conducted under this clause, the University and the Employee may agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter.
- 53.15 If the University and the Employee cannot reach a mutually agreed early resolution of the matter within the agreed timeframe, the process will be resumed.
- 53.16 Unless otherwise agreed, any information a party provides during attempted early resolution cannot be relied upon by the other party for any other purpose.

## **Preliminary enquiries**

- 53.17 In the first instance, an alleged Breach or alleged Research Misconduct will be referred to the relevant Academic Unit Director of Research (or equivalent) who will, in conjunction with the head of the Employee's work unit, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct.

### Informal resolution

- 53.18 If the Director of Research and the head of the Employee's work unit are of the view that the matter may give rise to a finding of a Breach and warrants further action, the head of the work unit will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development where it is appropriate to do so. Informal resolution may also include the Employee admitting the alleged conduct and/or an agreement being made for early resolution of the matter.
- 53.19 If the head of the work unit is unable to resolve the alleged Breach informally, they will refer the matter for Research Investigation.
- 53.20 If the Director of Research and the head of the Employee's work unit are of the view that the matter may give rise to a finding of Research Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for Research Investigation.

### Research Investigation

- 53.21 A Research Investigation will be carried out by the Deputy Vice-Chancellor (Research, Engagement, Development and International) (**DVC(REDI)**) (or their nominee, being a senior member of the University who is experienced in research and research management).
- 53.22 The DVC(REDI) (or nominee) will advise the Employee of the decision to conduct a Research Investigation, and clause 60: *Employee Representation*, unless the DVC(REDI) (or nominee) determines that exceptional circumstances exist and it is not appropriate for the Employee to be aware of, and involved in, the investigation.
- 53.23 As part of the Research Investigation:
- (a) the Employee will be given an opportunity to be interviewed and respond to any evidence;
  - (b) the Employee will also be given an opportunity to nominate persons relevant to the investigation together with their contact details and a brief summary of the evidence that they may provide;
  - (c) the DVC(REDI) (or nominee) may interview any person to establish the facts and any mitigating circumstances;
  - (d) the DVC(REDI) (or nominee) will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the Research Investigation will not prejudice the investigation; and
  - (e) the DVC(R&D) (or nominee) will take into account any information relevant to the matter.
- 53.24 The DVC(REDI) (or nominee) will conduct the Research Investigation as expeditiously and confidentially as possible.
- 53.25 If, following completion of the Research Investigation, the DVC(REDI) (or nominee) is of the view that:
- (a) an alleged Breach or alleged Research Misconduct has not occurred, the DVC(REDI) (or nominee) will advise the head of the Employee's work unit accordingly and no further action will be taken;

- (b) an alleged Breach has occurred, the matter will be referred to the head of the Employee's work unit for Disciplinary Action (other than termination of employment); or
- (c) alleged Research Misconduct has occurred, the DVC(REDI) (or nominee) will issue formal allegations of Research Misconduct in accordance with subclause 53.26.

### **Allegation(s)**

- 53.26 If an Employee is alleged to have engaged in Research Misconduct, the DVC(REDI) (or nominee) will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegation(s).
- 53.27 The Employee will be provided with 10 working days (or longer period as agreed) in which to respond to the allegation(s).

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

- 53.28 If the Employee admits the allegation(s), the matter will be referred to the Vice-Chancellor, who will:
- (a) provide the Employee with 5 working days to respond to a show cause letter;
  - (b) have regard to any matters submitted by the Employee; and
  - (c) advise the Employee in writing of the Vice-Chancellor's determination within 10 working days of receiving the Employee's response to a show cause letter.
- 53.29 If the Employee denies the allegation(s), and the DVC(REDI) (or nominee):
- (a) determines that the Employee has not engaged in Research Misconduct, the allegation(s) will be dismissed and the Employee advised accordingly in writing within 10 working days;
  - (b) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the DVC(REDI) (or nominee) will refer the matter to the head of the Employee's work unit for Disciplinary Action (other than termination of employment) within 10 working days and take no further action; or
  - (c) remains of the view that Research Misconduct may have occurred, the matter will be referred to a Research Misconduct Panel.

### **Research Misconduct Panel**

- 53.30 The role of the Research Misconduct Panel is to make findings of fact and identify any mitigating circumstances regarding the alleged Research Misconduct, and provide a written report to the Vice-Chancellor.
- 53.31 The Research Misconduct Panel will comprise:
- (a) one member nominated by the University, with knowledge and experience in the relevant field of research;
  - (b) one member nominated by the Union, with knowledge and experience in the relevant field of research; and

- (c) one member nominated by agreement between the University and the Union (with agreement not to be unreasonably withheld by either party), with experience on similar panels or relevant experience or expertise.
- 53.32 Members of the Research Misconduct Panel can be drawn from Employees or externally as required. All members must be free from bias or conflicts of interest.
- 53.33 The Research Misconduct Panel will determine its own procedure in order to effectively carry out its role, but as a minimum the Panel will:
- (a) provide the Employee with an opportunity to be interviewed, make submissions, and present and respond to evidence regarding the allegation(s), including presenting any mitigating circumstances;
  - (b) allow the Employee to provide the Panel with a list of persons relevant to the proceedings together with their contact details and a brief summary of the evidence that they may give. Any refusal or failure by a nominated person to participate in the proceedings will not prejudice the proceedings;
  - (c) interview any person it considers appropriate to establish the facts and any mitigating circumstances;
  - (d) conduct all interviews in the presence of the Employee unless it is not appropriate to do so, in which case the person may be interviewed by videolink;
  - (e) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;
  - (f) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness; and
  - (g) take into account any other information relevant to the allegation(s). The Panel may also seek further material as it believes appropriate.
- 53.34 The Research Misconduct Panel will, where possible, provide its written report to the Vice-Chancellor within 10 working days of the conclusion of its proceedings. A copy of the Panel's report will also be provided to the Employee.

### **Determination**

- 53.35 Having considered the Research Misconduct Panel's report, the Vice-Chancellor may:
- (a) determine that the Employee has not engaged in Research Misconduct, in which case the allegation(s) will be dismissed and the Employee advised accordingly in writing and may, by agreement with the Employee, publish the decision in an appropriate manner;
  - (b) determine that the Employee has not engaged in Research Misconduct but has committed a Breach, in which case the Vice-Chancellor will refer the matter to the head of the Employee's work unit for Disciplinary Action (other than termination of employment); or
  - (c) determine that the Employee has engaged in Research Misconduct, in which case the Vice-Chancellor will:
    - (i) provide the Employee with 5 working days to respond to a show cause letter;

- (ii) have regard to any matters submitted by the Employee; and
- (iii) advise the Employee in writing of the Vice-Chancellor's determination within 10 working days of receiving the Employee's response to the show cause letter.

### **Notice of termination of employment**

- 53.36 If the Employee's employment is terminated for Research Misconduct, they will receive the following notice of termination or payment in lieu:

<b>PERIOD OF CONTINUOUS SERVICE</b>	<b>PERIOD OF NOTICE</b>
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

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

### **No further right of appeal**

- 53.38 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

## **PART N – CESSATION OF EMPLOYMENT**

### **54. TERMINATION OF EMPLOYMENT**

#### **Termination**

- 54.1 All decisions to discipline an Employee or terminate employment will be in accordance with this Agreement.

#### **Notice of termination: fixed-term Employees**

- 54.2 The University will provide a fixed-term Employee with written notice of the University's intention to renew or not renew their contract, unless the Employee is engaged:
- (a) as a replacement Employee;
  - (b) on a pre-retirement contract; or
  - (c) in employment subsidiary to studentship.

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

54.4 Notice will be the greater of the notice in the Employee's contract of employment, or:

<b>PERIOD OF CONTINUOUS SERVICE</b>	<b>PERIOD OF NOTICE</b>
Less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or more	At least 4 weeks

The notice period will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with the University.

54.5 If the University is not reasonably able to give the required notice due to circumstances external to the University and beyond its control relating to the provision of specific funding for the employment of the fixed-term Employee, it will be sufficient compliance with this clause if the University:

- (a) advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given; and
- (b) gives notice to the Employee at the earliest practicable date thereafter.

54.6 The University is not required to give notice or payment in lieu if the Employee is found to have engaged in Serious Misconduct, such that it would be unreasonable to require the University to continue the Employee's employment during the required period of notice.

### **Notice of termination: casual Employees**

54.7 The University may terminate the employment of a casual Employee:

- (a) by providing 1 hours' written notice;
- (b) at the end of the Employee's shift; or
- (c) by providing payment in lieu of the notice period or shift period.

### **Resignation**

54.8 A casual Employee who wishes to resign must:

- (a) give the University 1 hours' written notice; or
- (b) resign at the end of the Employee's shift;

unless the Employee and the University agree otherwise.

54.9 All other Employees must give the University at least 2 weeks' written notice of resignation, unless the Employee and the University agree otherwise.

### **Recovery of overpayments**

54.10 On termination of employment by either party for any reason, the University will be entitled to deduct money owed by the Employee to the University from any money owed by the University to the Employee, except for money owed in lieu of annual leave or annual leave loading.

## 55. FIXED-TERM EMPLOYEES SEVERANCE PAY

### Entitlement to severance pay

- 55.1 A fixed-term Employee employed for a specific task or project of limited duration, or for research only functions, whose contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to a severance payment of 3 weeks' pay per completed year of Continuous Service if:
- (a) the Employee is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
  - (b) the duties continue to be required but another person has been appointed or is to be appointed.
- 55.2 A fixed-term Employee who is not employed on one of the contracts described in subclause 55.1 and whose second or subsequent contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to the following severance payment if they meet the criteria specified in subclause 55.1(a) or (b):

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAYMENT
Less than 2 years	No payment
2 years but less than 3 years	2 weeks
3 years or more	2 weeks per completed year of service

### Deferral or variation of severance pay

- 55.3 If the University advises a fixed-term Employee in writing that further employment may be offered within 6 weeks of the expiry of the fixed-term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry date.
- 55.4 If the Employee accepts an offer of substantially similar alternative employment with the University, the University may vary the severance payment payable to the Employee.
- 55.5 If the University obtains, and the Employee accepts, an offer of comparable alternative employment the University may, with the Employee's agreement, vary the severance payment payable to the Employee.

### No severance payable

- 55.6 No severance payment will be made if the Employee is:
- (a) a student of the University at the time the contract is issued;
  - (b) a genuine retiree;
  - (c) on a pre-retirement or performance-based contract; or
  - (d) appointed as a temporary replacement to fill approved absences or short-term vacancies that are subject to recruitment action.

## 56. ABANDONMENT OF EMPLOYMENT

- 56.1 This clause does not apply to casual Employees.



- 56.2 Where an Employee has been absent from work for a continuous period of at least 5 working days without:
- (a) the approval of the University; or
  - (b) apparent good cause;
- the Executive Director, Human Resources (or nominee) will, in the first instance, liaise with the Employee's Supervisor and the head of the Employee's work unit regarding the known circumstances of the Employee's absence.
- 56.3 If there is no explanation for the Employee's absence, the Executive Director, Human Resources (or nominee) will make reasonable attempts to contact the Employee and their nominated emergency contact(s) using the contact details on the Employee's personnel file, requesting an explanation for the absence. This will include sending a registered letter to the Employee's nominated postal address, which will be taken to be received by the Employee 3 working days after the day on which it is sent.
- 56.4 If the Employee or their nominated emergency contact provides a reasonable explanation for the Employee's absence within 10 working days of receipt of the University's letter, the Employee may apply for an appropriate form of leave to cover their absence.
- 56.5 If the Employee does not respond to the University's letter within 10 working days of receipt, or the Employee's response does not establish a reasonable explanation for the Employee's absence, the University will consider the Employee as having abandoned and therefore terminated their employment.
- 56.6 If an Employee's employment terminates under this clause, the date of termination will be the last day on which the Employee attended work or was on approved leave.

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

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

- 57.1 The University recognises its obligations under the *Work Health and Safety Act 2011 (NSW)* and related legislation to provide a safe and healthy workplace, and is committed to taking all appropriate measures to achieve this.
- 57.2 If an Employee is required to implement and monitor work health and safety compliance within their designated work area, these functions will be included in the Employee's position description.
- 57.3 All Employees will be represented by a health and safety representative in line with membership of their designated work group.
- 57.4 The responsibilities of an elected work health and safety representative will be taken into account by the Employee's Supervisor when determining the Employee's workload.
- 57.5 The University will provide and maintain first aid facilities and appoint Employees to be responsible for the maintenance of first aid facilities, injury records, and the provision of first aid to other Employees and/or students. These Employees will be paid an allowance during the period of their appointment at the rate specified in Schedule 3 provided that they possess a current accredited first aid qualification.

## **58. CLOTHING AND SAFETY EQUIPMENT**

- 58.1 If the University requires an Employee to wear a uniform or protective clothing, the University will provide the uniform or clothing to the Employee and may either:
- (a) maintain, launder, dry-clean, or replace it; or
  - (b) pay the Employee the applicable allowances specified in Schedule 3.
- 58.2 The allowances in Schedule 3 are calculated on the basis of the average number of shifts per year divided by 26 pay periods, and will be paid in regular fortnightly instalments.
- 58.3 The University will supply all safety equipment required by law, for example gloves, masks, goggles, helmets, steel-capped boots, and safety shoes.
- 58.4 An Employee must wear clothing or safety equipment provided by the University whilst performing the duties for which it has been provided.
- 58.5 Any clothing that is provided by the University will remain the property of the University and must be returned by the Employee at the end of their employment with the University.

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

- 59.1 The University will compensate an Employee for damage to their personal property if the damage is caused by:
- (a) the negligence of the University, another Employee, or both in performing their duties;
  - (b) a defect in the University's materials or equipment; or
  - (c) an Employee protecting or attempting to protect the University's property from loss or damage.
- 59.2 Personal property includes, but is not limited to, an Employee's clothes, spectacles, hearing aid or tools of trade, which are necessary for the Employee to perform their duties.
- 59.3 The University, in consultation with the Employee, may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.
- 59.4 This clause will not apply when an employee is entitled to compensation for the loss or damage under the *Workplace Injury Management and Workers Compensation Act 1988 (NSW)*.

## **PART P – REPRESENTATION**

### **60. EMPLOYEE REPRESENTATION**

- 60.1 If at any time an Employee requires assistance regarding their employment conditions, they may choose to nominate a Representative, who may be an official of the relevant Union.

## **61. UNION REPRESENTATION**

### **Office facilities**

61.1 The University will provide each Union with access to the following facilities for carrying out Union business about matters included in this Agreement:

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

61.2 The University may provide each Union with access to the following facilities for carrying out Union business about matters included in this Agreement, subject to and conditional upon each Union paying the associated costs:

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

### **Union meetings**

61.3 Each Union may hold meetings of Employees:

- (a) in designated lunch breaks;
- (b) outside regular scheduled working hours; or
- (c) at other times and locations agreed between the relevant Union and the University;

provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.

61.4 This may include the University making video and teleconferencing facilities available.

### **Industrial relations training leave**

61.5 The University may grant paid leave of up to a total of 25 working days per calendar year to each Union for accredited Employee Union representatives to attend courses or seminars for the purposes of industrial relations training. Leave requests must be submitted to the Executive Director, Human Resources.

61.6 Industrial relations training leave will count as service for all purposes.

### **Orientation**

61.7 Information packs provided by each Union will be made available for distribution at University orientation sessions for new staff.

### **Workplace representatives**

61.8 To facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding to each Union Branch President's work unit to cover 50% of the Branch President's work so they can be released to undertake University-related Union work and the work unit can provide replacement staff.

- 61.9 The University will release up to 3 Employee union representatives from each Union to attend Implementation Committee meetings and any related subcommittees, and for the work unit to provide replacement staff. This will occur by arrangement with the head of the Employee's work unit and the Executive Director, Human Resources or other person nominated by the University.
- 61.10 Each Union Branch President may, by agreement with the University, allocate some or all of their time release to other members of the Branch Executive. Each person having the benefit of time release under this clause must discuss with their Supervisor appropriate work allocation for the balance of their working time.

### **Payroll deductions**

- 61.11 As a service to Employees, and where authorised by an Employee, the University will deduct:
- (a) Union fees from the Employee's Salary at a rate or amount advised by the relevant Union as being payable under its rules;
  - (b) a nominated amount from the Employee's Salary in favour of Australian People for Health Education and Development Abroad.
- 61.12 Either the Employee or the Union may cancel such an arrangement by notifying the Office of Human Resources in writing.
- 61.13 The University will not charge an Employee for providing these services.

## **PART Q – MISCELLANEOUS PROVISIONS**

### **62. PAY AND CAREER EQUITY**

- 62.1 All professional staff recruitment will be subject to merit selection.
- 62.2 The University is committed to the provision of equal employment opportunity in career opportunities, and to properly valuing the skills and experiences of women and other EEO groups.
- 62.3 The University will provide the annual Workplace Gender Equality Agency (WGEA) or equivalent report to the Implementation Committee and to all Employees, including the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.
- 62.4 The University will implement and monitor procedures and strategies to overcome any obstacles to career opportunities for women and other EEO target groups and report annually on progress to Employees.
- 62.5 The University will work towards achieving gender balance on University Committees established at University level and all committees relating to University governance.

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

- 63.1 The University respects and values its Employees, the diversity of its workforce, and the right of Employees to work in an environment free from unlawful discrimination, harassment, vilification, victimisation, and bullying. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.

63.2 The University and its Employees recognise that they have obligations under:

- (a) Federal and State anti-discrimination legislation; and
- (b) the *Work Health and Safety Act 2011 (NSW)*;

and will work actively towards preventing and eliminating unlawful discrimination, harassment, vilification, victimisation, and bullying in employment at the University.

63.3 The University does not tolerate bullying and will continue to work actively to eliminate work-related bullying in consultation with Work Health and Safety Committees, and Employees.

63.4 Bullying at work is repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.

63.5 For the purposes of subclause 63.4, **unreasonable behaviour** means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating, or threatening.

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

63.7 Managers and supervisors will take all reasonable steps to ensure that:

- (a) instances of workplace bullying, harassment, or discrimination are dealt with immediately according to University policy; and
- (b) Employees understand that these behaviours will not be tolerated, and will be addressed through disciplinary procedures.

63.8 The University will provide information and training on identifying and preventing workplace bullying in unlawful discrimination, harassment, vilification, and victimisation in staff development programs for Employees.

## **64. PERSONAL REPORTS**

64.1 An adverse report will not be placed on an Employee's personal file unless:

- (a) the Employee has had an opportunity to answer the report; and
- (b) the Employee's answer (if any) is placed on the file at the same time as the adverse report.

64.2 An Employee may inspect their personal file and copy any documents from that file.

## **65. INTELLECTUAL FREEDOM**

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

- (a) to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish, and research;

- (b) to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise, or higher education issues generally;
- (c) to participate in professional and representative bodies, including unions, and decision making processes and governance roles within the University, and to engage in community service without fear of harassment, intimidation, or unfair treatment; and
- (d) to express unpopular or controversial views but this does not mean the right to harass, vilify, denigrate, or intimidate.

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

## **66. INTELLECTUAL PROPERTY**

66.1 The University will maintain an Intellectual Property Policy in consultation with Employees and the Unions.

66.2 In maintaining the Intellectual Property Policy, the University will address:

- (a) the issues of appropriate participation for Employees in the ownership and use of intellectual property which they create, including intellectual property arising from on line teaching and learning;
- (b) the recognition of the moral rights of Employees who are authors; and
- (c) the recognition of the moral rights of Aboriginal and Torres Strait Islander Peoples Employees in relation to indigenous and traditional knowledge.

## **67. POLICY**

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

## **68. ENVIRONMENTAL SUSTAINABILITY**

68.1 As part of its commitment to reducing its carbon footprint, the University has become a signatory to the UN Sustainable Development Solutions Network Higher Education Commitment.

68.2 The University will maintain a program to build staff awareness of energy efficiency, waste minimisation, sustainable transport use, and greater water efficiency.

**SCHEDULE 1: ANNUAL PROFESSIONAL STAFF PAY RATES**

<b>LEVEL</b>	<b>STEP</b>	<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
1	1	\$48,854	\$49,831	\$50,828	\$51,844	\$52,881
1	2	\$49,837	\$50,834	\$51,850	\$52,887	\$53,945
1	3	\$50,831	\$51,848	\$52,885	\$53,942	\$55,021
2	1	\$52,313	\$53,359	\$54,426	\$55,515	\$56,625
2	2	\$53,422	\$54,490	\$55,580	\$56,692	\$57,826
2	3	\$54,539	\$55,630	\$56,742	\$57,877	\$59,035
2	4	\$55,655	\$56,768	\$57,903	\$59,062	\$60,243
3	1	\$56,519	\$57,649	\$58,802	\$59,978	\$61,178
3	2	\$58,250	\$59,415	\$60,603	\$61,815	\$63,052
3	3	\$59,983	\$61,183	\$62,406	\$63,654	\$64,928
3	4	\$61,712	\$62,946	\$64,205	\$65,489	\$66,799
4	1	\$62,209	\$63,453	\$64,722	\$66,017	\$67,337
4	2	\$63,570	\$64,841	\$66,138	\$67,461	\$68,810
4	3	\$64,928	\$66,227	\$67,551	\$68,902	\$70,280
4	4	\$66,287	\$67,613	\$68,965	\$70,344	\$71,751
5	1	\$67,155	\$68,498	\$69,868	\$71,265	\$72,691
5	2	\$69,380	\$70,768	\$72,183	\$73,627	\$75,099
5	3	\$71,610	\$73,042	\$74,503	\$75,993	\$77,513
5	4	\$73,832	\$75,309	\$76,815	\$78,351	\$79,918
5	5	\$76,061	\$77,582	\$79,134	\$80,717	\$82,331
6	1	\$77,048	\$78,589	\$80,161	\$81,764	\$83,399
6	2	\$78,902	\$80,480	\$82,090	\$83,731	\$85,406
6	3	\$80,761	\$82,376	\$84,024	\$85,704	\$87,418
6	4	\$82,616	\$84,268	\$85,954	\$87,673	\$89,426
7	1	\$84,472	\$86,161	\$87,885	\$89,642	\$91,435
7	2	\$86,695	\$88,429	\$90,197	\$92,001	\$93,841
7	3	\$88,921	\$90,699	\$92,513	\$94,364	\$96,251
7	4	\$91,147	\$92,970	\$94,829	\$96,726	\$98,660
8	1	\$94,365	\$96,252	\$98,177	\$100,141	\$102,144
8	2	\$97,829	\$99,786	\$101,781	\$103,817	\$105,893
8	3	\$101,290	\$103,316	\$105,382	\$107,490	\$109,640
8	4	\$104,756	\$106,851	\$108,988	\$111,168	\$113,391
9	1	\$109,207	\$111,391	\$113,619	\$115,891	\$118,209
9	2	\$112,919	\$115,177	\$117,481	\$119,831	\$122,227
9	3	\$116,624	\$118,956	\$121,336	\$123,762	\$126,238
10	1	\$116,625	\$118,958	\$121,337	\$123,763	\$126,239

## **SCHEDULE 2: APPRENTICE PAY RATES**

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

	<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
<b>YEAR 1 - 45%</b>	\$25,434	\$25,942	\$26,461	\$26,990	\$27,530
<b>YEAR 2 - 60%</b>	\$33,911	\$34,589	\$35,281	\$35,987	\$36,707
<b>YEAR 3 - 75%</b>	\$43,289	\$43,237	\$44,102	\$44,984	\$45,884
<b>YEAR 4 - 90%</b>	\$50,867	\$51,884	\$52,922	\$53,980	\$55,060



**SCHEDULE 3: ALLOWANCES****Aboriginal and Torres Strait Islander Peoples Language Allowance payable under clause 16: *Aboriginal and Torres Strait Islander Peoples Employment Strategy* (annual rate)**

	<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
<b>ALLOWANCE FOR USE OF MINIMAL KNOWLEDGE OF LANGUAGE FOR SIMPLE COMMUNICATION</b>	\$1,625	\$1,657	\$1,690	\$1,724	\$1,759
<b>ALLOWANCE FOR A LEVEL OF ABILITY FOR THE ORDINARY PURPOSES OF GENERAL BUSINESS, CONVERSATION, READING, AND WRITING</b>	\$3,250	\$3,315	\$3,382	\$3,449	\$3,518

**On-call allowance payable under clause 22: *On-Call Allowance* (daily rate)**

	<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
<b>MONDAY-FRIDAY</b>	\$13.64	\$13.91	\$14.19	\$14.47	\$14.76
<b>SATURDAY, SUNDAY, PUBLIC HOLIDAY, OR DAY OFF</b>	\$22.75	\$23.21	\$23.67	\$24.14	\$24.62

**First aid allowance payable under clause 57: *Work Health and Safety, and First Aid* (weekly rate)**

<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
\$14.96	\$15.26	\$15.57	\$15.88	\$16.20

**Uniform/laundry allowance payable under clause 58: *Clothing and Safety Equipment* (per shift)**

<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
\$2.06	\$2.10	\$2.14	\$2.18	\$2.22

**Protective/industrial clothing allowance payable under clause 58: *Clothing and Safety Equipment* if clothing is regularly worn and there is no provision for laundering (daily rate)**

<b>0.1% FROM COMMENCEMENT</b>	<b>2% EFFECTIVE 09.03.2018</b>	<b>2% EFFECTIVE 08.03.2019</b>	<b>2% EFFECTIVE 06.03.2020</b>	<b>2% EFFECTIVE 05.03.2021</b>
\$1.03	\$1.05	\$1.07	\$1.09	\$1.12

## SCHEDULE 4: POSITION DESCRIPTORS

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

**DEFINITION 2**

**QUALIFICATIONS WITHIN THE AUSTRALIAN QUALIFICATIONS FRAMEWORK**

course.

**Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to 2 years full time post-Year 12 study.

**Advanced Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full time post-Year 12 study.

**Degree**

A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a 1 year Diploma.

**Postgraduate Degree**

A recognised postgraduate degree, over and above a degree as defined above.

**Note:**

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

The above definitions also include equivalent recognised overseas qualifications.

**DEFINITION 3**

**CLASSIFICATION DIMENSIONS**

**Training Level**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

**Occupational Equivalent**

Examples of occupations typically falling within each classification level.

**Level of Supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

**Task Level**

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

**Organisational Knowledge**

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

**Judgement, Independence and Problem Solving**

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or

### DEFINITION 3

### CLASSIFICATION DIMENSIONS

selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these 3 qualities applies at each classification level.

### Typical Activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

## LEVEL 1

### Training level or qualifications

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

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

### Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

### Level of supervision

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

### Task level

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

### Organisational knowledge

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

### Judgement, independence and problem solving

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

### Typical activities

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

## LEVEL 2

### **Training level or qualifications**

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

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

### **Occupational equivalent**

Administrative assistant.

### **Level of supervision**

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

### **Task level**

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

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

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

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

### **Typical activities**

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

## **LEVEL 3**

### **Training level or qualifications**

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

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

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

### **Occupational equivalent**

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

### **Level of supervision**

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

### **Task level**

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

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

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

### **Typical activities**

#### **In trades positions**

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

#### **In technical assistant positions**

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

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

#### **In administrative positions**

Perform a range of administrative support tasks including:

- (a) standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;

- (b) provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- (c) process accounts for payment.

### **Security Officers**

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

## **LEVEL 4**

### **Training level or qualifications**

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

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

### **Occupational equivalent**

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

### **Level of supervision**

#### **In technical positions**

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

#### **In other positions**

General direction. May liaise with others to achieve objectives including employees at higher levels. May undertake stand-alone work.

### **Task level**

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

### **Organisational knowledge**

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

### **Judgement, independence and problem solving**

#### **In trades positions**



Extensive diagnostic skills.

**In technical positions**

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

**In administrative positions**

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

**Typical activities**

**In trades positions**

- (a) Work on complex engineering or interconnected electrical circuits.
- (b) Exercise high precision trades skills using various materials and/or specialised techniques.

**In technical positions**

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

**In library technician positions**

- (a) Undertake copy cataloguing.
- (b) Use a range of bibliographic databases.
- (c) Undertake acquisitions.
- (d) Respond to reference inquiries.

**In administrative positions**

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

**LEVEL 5**

## **Training level or qualifications**

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

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

## **Occupational equivalent**

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

## **Level of supervision**

### **In professional positions (including research)**

Routine supervision to general direction, depending on tasks involved and experience.

### **In other positions**

General direction and may supervise other employees.

### **In trades positions**

May supervise and coordinate other employees to achieve objectives.

## **Task level**

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

## **Organisational knowledge**

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

## **Judgement, independence and problem solving**

### **In professional positions**

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

### **In technical positions**

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

### **Typical activities**

#### **In technical positions**

- (a) Develop new equipment to general specifications.
- (b) Under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- (c) Under broad direction, set up, monitor and demonstrate standard experiments and equipment use.
- (d) 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.

#### **In administrative positions**

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

#### **In professional positions and under professional supervision**

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

#### **In trades positions**

May supervise and coordinate other employees to achieve objectives.

## **LEVEL 6**

### **Training level or qualifications**

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

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

## **Occupational equivalent**

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

## **Level of supervision**

### **In professional positions**

General direction.

### **In other positions**

Broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non- professional employees.

## **Task level**

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

## **Organisational knowledge**

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

## **Judgement, independence and problem solving**

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

## **Typical activities**

### **In technical positions**

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

### **In administrative positions**

- (a) Provide financial, policy and planning advice.
- (b) Service a range of administrative and academic committees including preparation of agendas. papers, minutes and correspondence.

- (c) Monitor expenditure against budget in a work unit.

#### **In professional positions**

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

#### **In trades positions**

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

## **LEVEL 7**

#### **Training level or qualifications**

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

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

#### **Occupational equivalent**

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

#### **Level of supervision**

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

#### **Task level**

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

#### **Organisational knowledge**

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

#### **Judgement, independence and problem solving**

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

### Typical activities

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

## LEVEL 8

### Training level or qualifications

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

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

### Occupational equivalent

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

### Level of supervision

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

### Task level

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

### Organisational knowledge

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

### Judgement, independence and problem solving

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

### Typical activities

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

## LEVEL 9

### Training level or qualifications

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

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

### Occupational equivalent

Manager (including administrative, research, professional or scientific); senior work unit administrator.

### Level of supervision

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

### Task level

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

### Organisational knowledge

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

### Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (for example, to work units or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while

operating within complex organisational structures.

### **Typical activities**

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

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



## SIGNATORIES TO THE AGREEMENT

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

Signed



Professor Barney Glover  
Vice-Chancellor and President  
Western Sydney University  
Locked Bag 1797  
Penrith NSW 2751

Date

14 December 2017

Witness



Signature

SUSAN HUDSON

Name (print)

LOCKED BAG 1797

PENRITH NSW 2751

Address (print)

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

Signed



Grahame McCulloch  
General Secretary  
NTEU  
PO Box 1323  
South Melbourne VIC 3205

Date

14 December 2017

Witness



Signature

Renee Veal

Name (print)

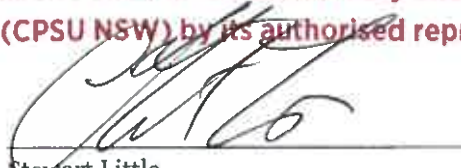
Level 1, 120 Clarendon Street

South Melbourne VIC 3205

Address (print)

**Signed for and on behalf of the Community and Public Sector Union (SPSF) Group,  
NSW Branch (CPSU NSW) by its authorised representative:**

Signed



Stewart Little  
State Branch Secretary  
CPSU NSW  
160 Clarence Street  
Sydney NSW 2000

Date

18.12.17

Witness



Signature

Sandra Lohrey

Name (print)

160 Clarence St

Sydney NSW 2000

Address (print)

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2017/6456 - Application for approval of the *Western Sydney University Professional Staff Agreement 2017*

Applicant:

Western Sydney University

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Susan Hudson, Executive Director, Human Resources for Western Sydney University, give the following undertakings with respect to the *Western Sydney University Professional Staff Agreement 2017* (Agreement):

1. I have the authority given to me by Western Sydney University to provide these undertakings in relation to the application before the Fair Work Commission;
2. For the purposes of the National Employment Standards contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth) (NES), **Shiftworker** means an Employee who works according to a roster as described in subclause 25.11 of the Agreement. Shiftworkers are entitled to an additional 1 week of annual leave in accordance with subclause 35.3 of the Agreement;
3. For the purposes of subclause 34.24(b) of the Agreement, if an Employee has a time debit in excess of 14 hours at the end of a settlement period, the Employee may apply for annual leave to cover the debit. If the Employee does not apply for annual leave, the debit will be processed as leave without pay; and
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

22 May 2018

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Date