

The UAC logo is a dark blue square with the letters 'UAC' in white. A green diagonal line runs from the bottom left corner to the middle of the right side.

**UAC**



# **Proposed Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2021–2024**

**October 2021**

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# Part 1 – Provisions relating to the Agreement

## 1 Agreement title

This Agreement is called the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2021-2024.

## 2 Application of the Agreement

1. The Agreement replaces the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2017-2020.
2. The Agreement applies to and is binding upon the following parties:
  - the Universities Admissions Centre (NSW & ACT) Proprietary Limited
  - the Community and Public Sector Union (CPSU)
  - all employees (except the Executive Group [EG] and identified Strategic Positions as defined in Clause 10 and set out in Clause 53 in some respects) of the Universities Admissions Centre (NSW & ACT) Proprietary Limited. Clauses that do not apply to the EG and Strategic Positions have been identified accordingly.
3. This Agreement has been negotiated between the Universities Admissions Centre (NSW & ACT) Proprietary Limited and the CPSU.
4. In this Agreement, unless the contrary intention appears, words in the singular shall include plural and words in the plural shall include the singular.

## 3 Terms of the Agreement

The Agreement will take effect seven (7) days from the date the Agreement is approved by the Fair Work Commission. The Agreement will remain in force until 30 June 2024. The parties agree to enter into negotiations for a new Agreement at least three (3) months before the expiry of this Agreement.

## 4 Availability of the Agreement

All employees, including all new employees upon engagement, shall have access to a copy of the Enterprise Agreement (EA). A copy of this Agreement will also be readily accessible to employees on the UAC intranet. A copy of the Agreement will also be made available to any staff with a vision or print disability, in a form suitable to their needs.

## 5 Individual Flexibility Arrangement

1. UAC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement in accordance with sub-clause (a) below:
  - (a) The matters that can be varied shall be limited to:
    - i. flexible salaries and/or allowances in order to retain and attract position(s) as set out in Clause 53
    - ii. flexible remuneration as provided for in Clause 17
    - iii. flexible working arrangements as provided for in Clause 18
    - iv. flexible superannuation as provided for in Clause 57(3)
  - (b) The arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in sub-clause (a).
  - (c) The arrangement must be genuinely agreed to by the Company and the employee.
2. The Company must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the FW Act; and
  - (b) are not unlawful terms under section 194 of the FW Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
3. The Company must ensure that the individual flexibility arrangement:
  - (a) is in writing;
  - (b) includes the name of the Company and employee;
  - (c) is signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
  - (e) states the day on which the arrangement commences.
4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The Company 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 Company and the employee agree in writing - at any time.

## 6 Aim

The purpose of this Agreement is to document the terms and conditions of employment that have been agreed to by UAC and the CPSU. The parties are committed to fostering an employment relationship between UAC and its employees which is based on mutual respect, cooperation, and meaningful consultation in relation to employment conditions.

## 7 Codification of Existing and Future EA Related Policies

EA related policies will be codified within the following framework:

1. The Company and the Joint Consultative Committee (JCC) agree that EA related policies are those approved by the Executive Group and posted on the UAC intranet which relate to the interpretation and implementation of this Agreement.
2. These policies shall be read in conjunction with the Agreement but do not form part of the Agreement.
3. The parties further agree that the Managing Director, in absolute discretion, may issue reasonable lawful directives to staff, which may or may not be contained within these policies.
4. No changes will be made to EA related policies without reasonable notice and prior consultation with the JCC.
5. The parties agree that consultation within this context is to be meaningful and that it is preferable that additions, deletions or any other changes should occur by consensus.

## 8 Disputes/Grievance Resolution Procedures

1. Where any dispute arises as to:
  - (a) The Company/employee relationship, or
  - (b) The interpretation of the meaning, or application of any provision of this Agreement, or
  - (c) The actions of either party in relation to the operation of this Agreement;
 the procedures contained in this Clause shall be followed.
2. The parties to this Agreement confirm their commitment to ensuring reliability of performance in the interests of tertiary institution shareholders, applicants, the Company and the employees of the Company.
3. To this end, the parties seek to ensure that where there is potential for dispute that the agreed steps as outlined in this Clause are followed to ensure prompt resolution by conciliation in good faith.



4. The parties shall respectively notify the other in writing as soon as possible of any matter, which in the opinion of that party may give rise to a dispute. Notifications to UAC should be addressed to the Human Resources (HR) Manager.
5. In the event of a dispute arising at the job level, the employee(s), the immediate supervisor/manager, the relevant executive and the HR Manager shall confer with the employee(s) and shall attempt to resolve the dispute without delay. Where the immediate supervisor/manager is an Executive or involvement of the immediate supervisor/manager or Executive is inappropriate, the HR Manager shall provide further assistance when requested.
6. Where agreement cannot be reached at the job level, the employee(s) or the employee's CPSU representative shall request a meeting to discuss the matter in dispute with the relevant executive and the HR Manager. The dispute may be escalated to the Managing Director if a resolution cannot be reached.
7. If the matter is not resolved following the application of the processes above, a party may refer the dispute to the Fair Work Commission for conciliation and/or arbitration. The parties shall agree to be bound by any order or determination made by the Fair Work Commission.
8. Where the Fair Work Commission determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made to the parties by the Fair Work Commission to resolve the dispute.
9. Pending completion of the processes outlined in this Clause, work shall continue as normal without interruption, with the exception of critical issues of work health and safety. No party shall engage in provocative action, and pending the resolution of any dispute, the status quo shall continue.
10. At any stage in this process, an employee, who is affected by the dispute or grievance may:
  - (a) Request the involvement of a higher level of Management.
  - (b) Seek assistance from the CPSU if they are a member of the CPSU.
  - (c) Seek assistance from a Company's association or alternatively nominate a representative in writing.

## 9 Joint Consultative Committee

The parties to this Agreement have established a Joint Consultative Committee (JCC). The parties agree to abide by the Constitution of this Committee, which has been adopted by consensus and which is annexed hereto as Appendix 2. The Constitution may be amended by agreement between the Managing Director and the CPSU. The parties agree that the Constitution shall be read as if part of this Agreement.

## 10 Definitions

In this Agreement, the following terms will mean:

**Agreement** – the Universities Admissions Centre (NSW & ACT) Proprietary Limited Enterprise Agreement 2021-2024 (EA)

**Bullying** – is repeated, unreasonable behaviour directed towards an employee or group of employees and the behaviour has the potential to create a risk to health, safety and wellbeing. It can include behaviour that could be expected to intimidate, offend, degrade, humiliate, undermine or threaten. A bully is a person who uses strength or power to coerce others by fear. The Company is opposed to bullying in the workplace and will take all reasonable steps to ensure the work environment is free from bullying.

**Casual employee** – A casual employee is a person who accepts a job offer from the Company knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work. A casual employee is paid on an hourly basis in accordance with Schedule 2.

**Company** – the Universities Admissions Centre (NSW & ACT) Proprietary Limited (The Company).

**Employee** – any person employed by the company, including casual employees, fixed term employees or permanent employees.

**Fixed term employee** – an employee who is not a casual employee or a permanent employee but is an employee who is employed for a specific time period, or for a specific purpose, in any one or more years and whose employment may be terminated, extended or continued by the Company. All entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**Ordinary rate of pay** – the total remuneration an employee is entitled to receive for performing their ordinary hours of work, not including overtime, penalty rates, retention and attraction incentives, disability allowances, shift allowances, special rates or any other payments.

**Part time employee** – a part-time employee is a person who is engaged as a permanent, or fixed term employee, for a regular number of hours per week, being less than the ordinary hours of work for a full-time employee for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**Permanent employee** – an employee of the Company who is not a casual employee nor a fixed term employee but who is an employee employed by the Company with no date fixed for the employee's termination.

**Overtime** – time worked in excess of, or outside, the ordinary hours of work specified in this Agreement.

**Schedule** – rates of pay for various categories of employees.

**Strategic Position(s)** – position(s) as identified by the Executive Group, in consultation with HR to which Clause 53 may apply.



**Spouse** – means the partner of an employee who is either currently or formerly married to the employee or is in a current or former de facto or same sex relationship with the employee.

**Staff** – an employee or employees – used interchangeably in this Agreement with ‘employee’.

**Union** – means the Community and Public Sector Union (CPSU).

**Executive Management** – the Managing Director and an employee in an executive management position that reports directly to the Managing Director.

**Executive Group (EG)** – the employees named under the definition of Executive Management acting as a committee or group.

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## Part 2 – Conditions of Employment

### 11 Anti-discrimination

1. The parties are committed to the achievement of a socially accountable, open and fair organisation, which reflects a multicultural and free-thinking society, and in which individuals enjoy the opportunity to, and are encouraged to, express a viewpoint without fear of reprisal.
2. The parties are committed to taking all reasonable steps to provide an organisation free of discrimination and bullying as specified in the *Anti-Discrimination Act, 1977*, the *Work Health and Safety Act 2011*, and any other relevant legislation that is subsequently enacted.
3. It is the intention of the parties to this Agreement to achieve the principal object in s.351 of the Fair Work Act 2009 by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, family or carer's responsibilities, age, race, colour, physical or mental disability, religion, political opinion, trade union activity, sexual orientation, national extraction, social origin and association with, or relation to, a person identified on the basis of any of the above attributes.

### 12 Appeals

1. An employee who:
  - (a) Is an unsuccessful applicant for promotion to a staff position which had been advertised; or
  - (b) Is affected by a decision involving a reduction in their position or pay; (except in the case of a provisional appointment, and staff who are redeployed as a result of their position being made redundant),
 is entitled to appeal, subject to Subclauses 3 and 4 below, to an Appeals Committee to have the decision reviewed.
2. An employee shall upon written request, within seven (7) working days of notification of the decision in writing be provided with the reason(s) for their non-promotion or reduction in pay or position. In the event that an appeal is to be lodged against their non-promotion or reduction in pay or position, such appeal must be lodged within seven (7) working days of the despatch of the reason(s) to the employee. The appeal must be accompanied by a statement signed by the appellant setting out full particulars supporting the appeal as per Subclause 4.
3. An appeal under Subclause 1(a) may only be made if:
  - (a) The person promoted to the position concerned is already employed by the Company.

- (b) The position applied for carries a higher salary than that currently occupied by the appellant. Employee(s) on fixed-term contracts will be exempt from this provision.
  - (c) The appellant satisfies the advertised minimum requirements for the position.
  - (d) The appellant is willing and able to take up the duties of the position concerned.
  - (e) The non-appointment of the appellant would result in a breach of the selection procedures.
4. An appeal under Subclause 1(a) may only be made on one (1) of the following grounds:
- (a) The decision not to appoint the appellant was made in contravention of the procedures then currently established by the Company; or
  - (b) That the appellant met all the specified requirements of the position and that the reason(s) given for their non-promotion were not reasonable and inappropriate.
  - (c) With regards to appeals under Subclause 1(b) an employee shall be entitled to have that decision reviewed by the Appeals Committee on the grounds that the reason(s) given were not reasonable and inappropriate.
5. The Appeals Committee shall consist of:
- (a) A Chairperson who shall be a person who is acceptable to both the Company and the staff member or the CPSU and shall normally be appointed to the office of chairperson for a period of one calendar year;
  - (b) Up to two (2) representatives nominated by the Managing Director in respect of a particular appeal;
  - (c) Up to two (2) representatives nominated by the staff member or the CPSU in respect of a particular appeal;
- provided that the number of representatives nominated by the Managing Director and the number of representatives nominated by the staff member or the CPSU are equal.
6. The decision of the Appeals Committee shall be final and shall be notified to the CPSU and the employee(s) concerned within seven (7) working days.
7. The Company and the appellant may be represented at the Appeals Committee by an employee of the Company or in the case of the appellant a representative of the CPSU, provided that such advocates are not practising members of the legal profession.
8. An employee shall not be eligible to be a member of the Appeals Committee whilst their appeal is under consideration by the Appeals Committee.

## 13 Change in the Workplace

### A) Principles

1. The parties to this Agreement recognise that change is an essential component of the contemporary workplace. The parties agree that change requires consultation with the employee(s) directly affected by the change.
2. The management of major workplace change that has a significant effect on employees as defined in 13.6 below, requires the involvement of those employee(s) and their nominated representatives in accordance with the formal consultation process set out below.
3. Less significant workplace change may occur through a less formal process.

### B) Major Change

4. Consideration of issues that may lead to major workplace change will be discussed with employee(s) likely to be directly affected as soon as practicable after a decision has been made to proceed with a change process and prior to a final decision being made.
5. CPSU members are entitled to seek the advice or assistance of the CPSU at any time. Employees may alternatively nominate a representative in writing.
6. Where the company seeks to implement a major change process which:
  - (a) Terminates the employment of employee(s); or
  - (b) Relocates position(s) from the headquarters of the Company; or
  - (c) Eliminates existing position(s), or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) Alters hours of work; or
  - (e) Changes to the regular roster or ordinary hours of work; or
  - (f) Introduces significant technological change; or
  - (g) Involves outsourcing an existing operation; or
  - (h) Significantly changes work practices; or
  - (i) Significantly varies the workload of any employee(s); or
  - (j) Significantly changes the composition, operation or size of the Company's workforce or to the skills required of employee(s) and/or requires retraining of employee(s); or
  - (k) Restructures jobs

the Company will prepare a report ("the Report") for submission to directly affected employee(s), the Joint Consultative Committee and the CPSU for consideration.

Directly affected employee(s) will be informed in the first instance by their direct manager or the HR Manager that a formal process of consultation will follow submission of the Report and that there will be subsequent opportunity for formal feedback in accordance with sub-clauses 7-11 below.

7. The Report shall address:

- the extent and nature of the change;
- the background and reason(s) for the change;
- the proposed timeframe for consultation and for implementation of the change; and
- any other relevant issues including any workload implications, details of consultation, policy/planning implications, staffing implications (including EEO implications), and financial impact.

When appropriate, the Report will also consider other options available in relation to the proposed change.

8. The timeframe for consultation will allow at least 10 days' notice for affected employee(s) to organise their participation in the process and arrange representation at the formal meeting called to discuss the Report.
9. A formal meeting with directly affected employee(s) and their nominated representatives shall be called to discuss the proposed change as outlined in the Report and to provide employee(s) with an opportunity to suggest changes to the proposed consultation process and timeframe.
10. Affected employee(s) and the CPSU will be provided with reasonable time to be involved in consideration of the issues raised in the Report. Depending on the extent and nature of the Report, consideration of the Report may include a range of options such as circulation of alternative proposals, development of written responses, and additional meetings between staff and their representatives.
11. The Joint Consultative Committee shall consider the Report, and any other relevant information, and determine whether to:
  - (a) Agree to the proposed change(s), or
  - (b) Call a general meeting of affected employee(s) to consider the proposed change(s), or
  - (c) Refer the matter back to the Company setting out the considered views of the Joint Consultative Committee with the objective of seeking change to the proposal.
12. The Company shall consider any counter proposals or amendments to the proposal submitted by the Joint Consultative Committee, affected employee(s), or the CPSU and upon conclusion of the consultative process in accordance with the agreed timeframe, the Managing Director shall determine the matter.
13. The affected employee(s) and the CPSU will be advised of this determination and the rationale for the determination in a Recommendation Paper and will have an opportunity to respond to this paper.

### **C) Implementation of Major Change**

14. The CPSU will be involved in negotiating the implementation of any changes contained in the Recommendation Paper that will affect the employment conditions of staff.
15. Where change in the workplace results in changes in duties allocated to positions, following completion of a Position Description for the redesigned position, a job evaluation exercise shall be undertaken.
  - (a) If the difference between the total remuneration of the employee and the remuneration assigned to the redesigned position is less than ten percent (10%), then the employee shall be transferred into the new position at the salary attributable from the job evaluation exercise.
  - (b) If the difference in remuneration as determined above is more than nine percent (9%) and the employee meets the essential criteria for the redesigned position, then the employee shall be transferred into the new position at the salary attributable from the job evaluation exercise.
  - (c) If the difference in remuneration as determined above is more than nine percent (9%) and the employee does not meet the essential criteria for the redesigned position, then the position shall be advertised internally, in the first instance, and then externally if it is not filled.
16. Any dispute in this regard shall be referred to the Joint Consultative Committee for consultation, consideration and recommendation to the Managing Director. If this does not resolve the dispute either party can refer the matter to the Disputes Resolution Procedures outlined in Clause 8 of this Agreement.
17. Where applicable, employees have a right of appeal in accordance with the provisions of the Enterprise Agreement.
18. Where the procedures outlined in this Clause are exhausted and there are eligible employee(s) who do not gain a position, these employees will become displaced employees for the purposes of Clause 49, Redeployment and Clause 50, Redundancy.

## **14 Employees Called as Witnesses**

1. Except as provided in subclause 2, an employee subpoenaed or summonsed as a witness shall notify the Company of their required absence. The employee's salary shall be paid for the absence and the employee shall refund the Company any fee paid for this purpose (other than any amount received in respect of meals, accommodation and/or travelling).
2. An employee required as a witness on behalf of the Company or a witness in proceedings relating to Company business, shall for the purposes of this Agreement, be regarded as being on duty and shall not receive witness fees for the period for which they are so required as a witness.



## **15 Employees Summoned as Jurors**

An employee required to attend for jury service during their ordinary working hours shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. The employee shall give the Company proof of their attendance and the duration of such attendance. The employee's salary shall be paid for the absence and the employee shall refund the Company the amount received in respect of such jury service (other than any amount received in respect of meals, accommodation and/or travelling).

## **16 First Aid**

1. The Company shall provide and maintain adequate First Aid facilities.
2. When an employee is appointed by the Company to be responsible for First Aid facilities, injury records and providing First Aid to other employees, that employee shall be paid a fortnightly allowance at the rate specified in Schedule 3.

## **17 Flexible Remuneration (Salary Packaging)**

1. An employee may, subject to approval by the Chief Operating Officer, package the remuneration payable by the Company to the employee in a manner so as to provide benefit to the employee.
2. Salary packaging shall be undertaken only through the agency nominated by the Company from time to time.
3. Any arrangement for salary packaging shall not serve to increase the total employment cost established by the Company for the position confirmed.

## **18 Flexible Working Arrangements**

1. The parties to this Agreement recognise that flexible working arrangements can be of mutual benefit to the organisation and employees.
2. UAC is committed to making flexible working arrangements available to employees subject to mutual consent and the operational requirements of their roles.
3. Supervisor/managers will consider requests for flexible working arrangements in line with this commitment and will not unreasonably refuse a request. The requirements of the business, the department and the position will be considered as part of any application for flexible working arrangements and will be provided to the employee as part of the decision process.
4. Staff applying for flexible working arrangements must do so in writing in accordance with the relevant policies and procedures that apply at the time the application is made. UAC policies and procedures are posted on the UAC intranet.
5. Flexible working arrangements will be approved by the employee's supervisor/manager and executive. In some circumstances, such as requests that

involve a reduction to ordinary weekly hours and/or days of work, approval of the Managing Director will be required.

6. Flexible working arrangements may include but are not limited to;
  - (a) flexible hours (flexitime), as outlined in Clause 19
  - (b) flexible start and finish times within UAC's span of hours
  - (c) reduced hours
  - (d) unpaid leave
  - (e) working remotely as outlined in Clause 52, which includes working from home
  - (f) part-time employment
  - (g) career development leave
  - (h) job-sharing
  - (i) part-year employment
  - (j) variable-year employment
  - (k) career break scheme.

## **19 Flexitime**

1. Working flexible hours provides an employee with the opportunity to carry out their work within UAC's span of hours.
2. Hours worked in excess of an employee's ordinary hours of work can be accumulated and taken as flexitime with agreement from their supervisor/manager.
3. The maximum amount of flexitime an employee can accrue is seven (7) hours and must be taken within the calendar month that it is accrued.
4. Unused flexitime does not carry over to the ensuing month and shall be forfeited unless, with agreement of the employee's supervisor/manager, operational requirements have prevented the employee from taking accrued flexitime during the month. In these circumstances, accrued time may be carried forward to the next month only. A maximum carry forward of flexitime will not exceed seven (7) hours.
5. Flexitime is paid at the employee's ordinary rate of pay.

## **20 Higher Duties Allowance**

1. Where, during the absence of an employee who normally occupies a position with a higher classification, another employee is required by Executive Management to temporarily undertake the duties and responsibilities of the position with the higher

classification, the relieving employee shall be paid the salary applicable to the position with the higher classification.

2. An employee will be entitled to be paid a full higher duties allowance unless it is specified at the time they have only been appointed to perform part of the duties of the higher classified position. In such circumstances an amount will be paid proportional to the duties undertaken.
3. This clause shall only apply where the period of relief is three (3) working days or longer.
4. Nomination of an employee to fill a position with a higher classification shall be made in advance by the relevant executive or by the Managing Director where an executive is involved in relieving that position.
5. Where an employee has been acting in a higher position for a continuous twelve (12) month period, and carrying out all the duties of that higher position for that period, the higher duties allowance will be varied to the next step within the level.
6. An employee who is in receipt of a higher duties allowance for 6 months or less will be paid such an allowance for all paid leave taken during that period, with the exception of leave that is longer than two (2) consecutive weeks. Additionally, an employee who is in receipt of a higher duties allowance for longer than six (6) months will be paid such an allowance for all paid leave taken during that period.
7. A higher duties allowance will not be paid if a relieving employee's position description includes deputising for the position in which they are relieving, except if they perform the duties for a period longer than four (4) consecutive weeks.

## **21 Hours of Work**

1. Normal business hours of the company are 8.30 am to 4.30 pm, Monday to Friday inclusive.
2. The ordinary hours of work for full-time employees are seven (7) hours per day, Monday to Friday, which is thirty-five (35) hours per week.
3. Employees may work ordinary hours between 7am and 7pm, Monday to Friday.
4. When employees are required to work in excess of these ordinary hours on any day, the excess hours will be paid as overtime in accordance with Clause 43 or taken as flexitime in accordance with Clause 19.
5. Employees under approved flexible working arrangements may have different ordinary work hours per day and per week.

## **22 Increments**

1. For the purpose of giving effect to this Agreement, all previous service in the same or similar grade shall count for the purpose of determining the wage to be paid. Where under this Agreement a position is graded at a minimum wage, with a range to maximum which is to be attained by annual increments, the employee in the

position shall receive the agreed wage on appointment, and each year thereafter shall be granted an increment of the amount set out in Schedule 1 until the maximum is reached.

2. (a) The payment of increments under the salary scale prescribed shall be subject to the relevant executive and Managing Director being satisfied as to the satisfactory performance of the member of staff concerned.
- (b) An increment shall only be deferred for unsatisfactory conduct or unsatisfactory performance where the employee has been warned in writing that their conduct or service are of such an unsatisfactory nature that it could lead to the withholding or deferment of the increment next due.
3. In calculating years of service for the purpose of this Clause, the following periods shall not be taken into account:
  - (a) Any period during which a member of staff is not eligible to proceed by reason of failure to satisfy any of the conditions prescribed for progression or promotion.
  - (b) Any period in respect of which an increment is refused under subclause 2.
  - (c) Any leave of absence without pay exceeding five (5) days in any incremental year.
4. Fixed-term employees shall be entitled to incremental progression on a pro-rata basis under this clause, on completion of twelve (12) months service (whether in continuous or in broken periods).

## 23 Job Rotation

The parties acknowledge that from time to time, the Company may require staff to undertake duties in a position other than that to which they are normally assigned. Where this occurs, the employee concerned shall receive appropriate instruction/training to enable them to carry out the duties of the position to which they are transferred. However, where a short-term arrangement is involved this will be for a period no longer than six (6) months. The staff member will normally return to their previous position after the period of job rotation has ceased. This rotation will not be detrimental to the interests of the staff member.

Where it is proposed to transfer an employee to an alternative position for a period in excess of six (6) months, executive management shall consider whether it might be more effective to engage casual or fixed-term staff rather than undertake a transfer.

## 24 Leave – Annual

1. Employees other than casual employees are entitled to twenty (20) days annual leave for each year of service on full pay (as defined in the Fair Work Act 2009 as amended), in addition to any Public Holiday occurring during such period of annual leave.
2. Casual employees are paid additional loadings on the prescribed hourly rate applicable to the classification in lieu of leave entitlements in accordance with Clause 40 (3) of this Agreement.
3. Annual leave shall accrue from day to day.
4. Annual leave may be granted before or after the completion of each twelve (12) months service in broken periods by agreement between the Company and the employee, provided that the period of annual leave granted shall not exceed the proportion of the year's annual leave which the employee has accrued at the date of the commencement of the annual leave.
5. Subject to this Clause, accrued annual leave may be approved to be taken at any time. Leave will be on full pay (at the ordinary rate of pay) in addition to any public holiday occurring during such period of annual leave.
6. Subject to operational requirements, in each year of service, one (1) week of annual leave on full pay may be taken as two (2) weeks annual leave on half-pay. Leave can be taken as two (2) separate one (1) week blocks. This is not available to employees who have an accrued entitlement of more than four (4) weeks annual leave.
7. Applications for annual leave are to be submitted by all employees for approval in advance of the commencing date of the leave. The approvals will be recorded in an online HR system and information on available balances will be shown on the pay advice and in the online HR system.
8. In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death, shall be paid to their legal personal representative, unless paid by the Company to the employee's widow, widower, defacto, or same sex partner or to the guardian of the infant children of the employee.
9. The Company may direct an employee to take accrued annual leave at any time with one (1) month's written notice.
10. If an employee does not avail themselves of the full amount of annual leave accrued to them, each year, the Company may allow on the approval of the Managing Director, the annual leave to accumulate up to a maximum of fifty (50) days entitlement.
11. An employee shall take at least two (2) weeks of annual leave every twelve (12) months, except by agreement with the Managing Director due to operational requirements.
12. The Company may notify the employee in writing when accrued annual leave reaches eight (8) weeks or its hourly equivalent, and at the same time may direct

the employee to take at least two (2) weeks annual leave within three (3) months of the notification at a time convenient to the Company.

13. The Company may notify the employee in writing when accrued annual leave reaches ten (10) weeks or its hourly equivalent, and at the same time may direct the employee to take at least two (2) weeks annual leave within six (6) weeks of the notification. Such leave is to be taken at a time convenient to the Company.
14. UAC is committed to ensuring that all staff utilise their annual leave entitlements as far as possible on a yearly basis. UAC will permit the cashing out of annual leave in certain circumstances as described below;
  - (a) On one occasion only during the life of this Agreement, up to two (2) weeks leave may be cashed out if an employee accumulates more than four (4) weeks annual leave. This will be permitted if the employee also takes an equivalent amount of leave within twelve (12) months of the date on which leave was cashed out.
  - (b) The cashing out must not result in the employee's remaining accrued entitlement being less than four (4) weeks.
  - (c) Additional cashing out of leave accrued may be approved by the Managing Director if the employee concerned can reasonably justify that they have been unable to take leave because of the business needs of the organisation.
  - (d) An election to cash out leave must be in writing and specify the amount of leave to be cashed out and the preferred payroll fortnight. The election to cash out leave must also be accompanied by a leave request as set out in 14(a) above.
15. If an employee has been absent from duty on leave without pay (including parental leave without pay) for more than five (5) working days in total in any calendar year, the period of absence from duty on leave without pay will not be counted as service for the purpose of determining eligibility for annual leave in that year.
16. Annual leave will accrue in respect of a period of leave without pay granted to an employee due to incapacity, for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1998*, as amended.
17. In exceptional circumstances, when an employee is sick whilst on annual leave, the Managing Director will approve the use of available sick leave on production of a medical certificate and the employee will be re-credited with the annual leave. No such re-credit will be granted, however, where the employee is on leave immediately prior to retirement, resignation or termination of service.



## **25 Leave – Annual Loading**

1. Employees other than casual employees, the EG and identified Strategic Positions, shall be granted an annual leave loading equivalent to seventeen point five percent (17.5%) of four (4) weeks ordinary rate of pay (for this purpose “ordinary rate of pay” shall be as defined in Clause 10).
2. All permanent employees shall receive the loading on the first pay period in December.
3. All fixed term employees shall receive the loading in the last pay period of the fixed term employment contract. The payment will be applicable to the number of hours of accrued annual leave during the term of the fixed-term contract as at the date of termination. Where the fixed-term period of employment is twelve (12) months, the annual leave loading shall be paid in the same manner as for permanent employees.
4. Upon retirement or termination by the Company for any reasons other than serious and wilful misconduct, an employee who has not been paid an annual leave loading to which they are entitled shall be paid the loading which would have been payable had the retirement or termination not occurred.
5. Broken service during a year does not attract the annual leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
6. Part-time employees who satisfy the foregoing conditions are eligible for the annual leave loading.
7. Leave loading payments shall be limited to a maximum of the amount payable as leave loading to an employee receiving Grade 10 of the UAC Salary Schedules.

## **26 Leave – Assisting in Emergencies and Disasters**

1. Leave with pay may be granted by the Managing Director to an employee who is a volunteer of the State Emergency Service, St John Ambulance, Rural Fire Service or any other similar organisation and who is absent from duty as a result of their attendance at an emergency, provided that:
  - (a) The employee advises the Company as soon as possible after call-in and provides an estimate of the duration of the absence;
  - (b) The employee is not required for the Company's own essential operations and/or emergency services; and
  - (c) The voluntary organisation requiring the employee's services certifies that the person is or was required for the specified period.

## 27 Leave – Career Development Leave

1. Employees will be entitled to the option of converting, on a voluntary basis, up to five (5) days of their paid sick leave entitlement per annum to 'Career Development Leave'. Employees will not be penalised or disadvantaged by the process of conversion and the Company is to ensure sick leave provisions are in place as outlined in Clause 34.
2. No existing rights, benefits or conditions concerning employee development and study leave provisions will be diminished as a result of this Clause. Career development leave will be in addition to the Company's existing study leave and other employee development policies.

## 28 Leave – Carer's Leave

1. Paid sick leave to the extent of five (5) days during each year of service, to accrue to a maximum of ten (10) days will be paid in the following circumstances:
  - (a) To an employee who has responsibilities for, and is required to care for or support the following persons when they are ill or injured:
    - i. A spouse;
    - ii. A child or an adult child (including an adopted or fostered child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling; or
    - iii. A member of their household.
  - (b) To an employee who, as a grandparent, is required to support the primary carer of a newborn or adopted grandchild, provided that it is within three (3) months of the birth or placement of the child.
2. In the context of sub-clause 1a) above, an employee must, if required establish that the person concerned is ill or injured by the production of a medical certificate or statutory declaration.  
  
 In the context of sub-clause 1b) above, the employee must demonstrate that the support required arises out of a genuine need to provide care for the child where the primary carer cannot reasonably care for the child.
3. Additional paid carer's leave from accrued sick leave entitlements may be granted where leave is required and the employee has exhausted their paid carer's leave entitlement.
4. The relevant executive shall approve all leave granted under this clause.

## 29 Leave – Defence Forces Reserves Training

1. Employees who serve on a part-time basis in the Defence Forces Reserves are to be granted military leave in each Military Leave Year (i.e. 1 July to 30 June) on the following basis:

- (a) Annual training:
  - Navy Reserve – Thirteen (13) calendar days on full pay;
  - Army Reserve – Fourteen (14) calendar days on full pay;
  - Air Force Reserve – Sixteen (16) calendar days on full pay.
- (b) Attending at a school, class or course of instruction, including in a teaching capacity:
  - Navy Reserve – Thirteen (13) calendar days on full pay;
  - Army Reserve – Fourteen (14) calendar days on full pay;
  - Air Force Reserve – Sixteen (16) calendar days on full pay.
2. The employee will provide evidence of membership of the Reserves and the necessity for the leave with the application.
3. When the Commanding Officer of a unit of the Reserves in which a employee serves certifies in writing that it is necessary for the employee to attend for the purposes of obligatory training on days additional to those specified in Subclause 1, the Company may grant leave of absence to the employee for a further period not exceeding four (4) calendar days in any one (1) military leave year.
4. When in the opinion of the Company it would not be in the Company's interest to grant an employee leave of absence to attend at an annual training or at a school, class or course of instruction, such leave may be refused but the Company will grant leave of absence to the employee to attend at an equivalent training or at an equivalent school, class or course.
5. At the option of the employee, any leave required in excess of that provided for in Subclauses 1 or 3 may be taken as either or both annual leave or leave without pay.

### **30 Leave – Domestic and Family Violence**

1. An employee who is experiencing domestic violence is entitled to ten (10) days paid domestic violence leave, for the purposes of dealing with related issues.
2. The employee concerned will be required to provide supporting documentation, which may take the form of a document issued by the police, court, lawyer or other evidence acceptable by the Company.

### **31 Leave – Family and Community Services (FACS)**

1. Up to three (3) days paid leave during each year of service, to accrue to a maximum of six (6) days, may be granted to employees to meet family and community services activities, responsibilities, and obligations including those relating to cultural, religious or ceremonial days of observance.
2. An employee will be entitled to an additional two (2) days FACS Leave for each occasion when a member of the employee's family or a member of the employee's

household (as defined in the UAC Family and Community Services (FACS) Leave Policy and Procedures):

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
3. Additionally, employees who have completed twelve (12) months service may convert up to five (5) days of their accumulated sick leave to FACS Leave within any twelve-month period in exceptional circumstances and upon documentary evidence. Such days shall be deducted from the accumulated sick leave of the employee concerned.
4. The relevant executive shall approve all leave granted under this clause.

## 32 Leave – Long Service

### A) Long Service Leave

- 1.
  - (a) For the purpose of this clause continuous service when applied to a permanent employee means service without a break of more than 12 months.
  - (b) For the purpose of this clause continuous service when applied to a fixed-term employee means service comprised of consecutive fixed-term contracts without a break of more than 18 months.
  - (c) The conditions set out in (a) and (b) above do not apply to the prior service of staff who were employed on 14 September 2010 when the Enterprise Agreement (2010-2013) came into force. The conditions however do apply to all future service of the above employees.
  - (d) In exceptional circumstances the Managing Director may agree to recognise breaks in service greater than those prescribed above for the purposes of long service leave entitlements.
- 2. An employee (except a casual employee) having completed a period of continuous service with the Company as defined above will be eligible for long service leave as follows:
  - (a) On completion of ten (10) years full-time service – three (3) months leave on full pay or six (6) months on half pay. Leave accrues at the rate of one (1) calendar day of long service leave for forty (40) calendar days worked;
  - (b) On completion of fifteen (15) years full-time service – four point five (4.5) months on full pay or nine (9) months on half pay. Leave accrues proportionately at the same rate as the first ten (10) years service; and
  - (c) After fifteen (15) years full time service leave accrues at the rate of fifteen point two two (15.22) calendar days per year of service.

3. Fixed term employees shall be eligible for long service leave on completion of ten years service. Leave taken shall be paid on a pro rata basis. Example: a fixed term employee having worked for 10 years at 6 months per year with the Company would be entitled to long service leave prorated to 1.5 months leave on full pay or 3 months leave on half pay.
4. Part time employees shall be eligible for long service leave on completion of ten years service. Leave taken shall be paid on a pro rata basis. Example: a part time employee having worked for 10 years on 17.5 hours per week with the Company would be entitled to long service leave prorated to 3 months leave at 17.5 hours per week or 6 months leave at 8.75 hours per week.
5. If an employee has an entitlement to long service leave under Subclause 2, but prior to entering upon such leave has their employment terminated by dismissal or resigns, they will be entitled to receive the monetary value of the leave at credit.
6. When an employee has completed at least five (5) years but less than ten (10) years service and their services are terminated:
  - (a) By the Company for any reason other than for serious or wilful misconduct; or
  - (b) By the employee on account of:
    - retirement, or
    - illness or incapacity, or
    - domestic or other pressing necessity, or
  - (c) By the death of the employee,

the employee will be entitled to a proportionate amount of long service leave as in Subclause 1 on the basis of two (2) months leave for ten (10) years' service. For the purposes of the application of this provision, it shall be interpreted in the same manner as the similar provision in the *New South Wales Long Service Leave Act, 1955*, as amended.
7. Fixed-term and Permanent employees who have worked as casual staff are eligible for long service leave in respect of any casual employment with the Company from 9 May 1985 onwards.
8. In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death shall be paid to their legal personal representative, unless paid by the Company to the employee's widow or widower or to the guardian of the infant children of the employee in accordance with UAC's legal obligations.
  - (a) For the purpose of calculating eligible service:
    - i. Where any period (or periods) of leave without pay granted to the employee exceeds an aggregate of six (6) months, the excess over six (6) months will not be taken into account in determining length of service;
    - ii. Where an employee is granted leave for service in the Defence Forces, such service will be counted as ordinary service in calculating long service leave;

- iii. Service at other Universities will be taken into account in accordance with Subclause 9 below.
  - (b) Service with the Company, after retirement in accordance with Clause 32, sub-clause 6 of this Agreement shall not count as service for the purpose of long service leave, under this Agreement.
- 9. Only employees employed prior to the commencement of the UAC Enterprise Agreement 2017-2020 will have prior continuous paid service recognised. For these employees, long service leave shall be determined by taking into account prior continuous paid service with (a) an Australian higher education institution (ie Universities, previous Colleges of Advanced Education and TAFE) and (b) a University partially or wholly owned company. Provided that:
  - (a) Prior continuous full-time paid service with an Australian University prior to 1 January 1969, shall not be taken into account when determining eligibility for long service leave.
  - (b) If an employee has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing University or University company, they will not accrue any entitlement to leave for the period of service with the releasing University, or University company, for which leave has been taken, paid or for which there is eligibility for payment, but subject to these conditions such a period shall be included as qualifying service for determining when they are eligible to take long service leave under this Agreement.
  - (c) There is not more than three (3) months between the cessation of employment with a releasing university, or university company, and the commencement of employment with the Company, in which case continuity of service will be deemed not to have been broken for the purposes of long service leave, however the period between the two (2) contracts of employment shall not be taken into account in determining length of service for long service leave.
  - (d) The employee will be required to serve at least five (5) years with the Company under this Agreement before being permitted to take accrued long service leave or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee (a) dies, (b) retires on or after sixty (60) years of age or such other age as the retirement provisions of the NSW Superannuation Act may provide, or (c) receives an invalid or breakdown pension under the provisions of *the NSW Superannuation Act*.

## **B) Taking Long Service**

1. Long service leave may be taken with at least one (1) month's written notice or, in the absence of such notice, the agreement of the Managing Director.
2. Where an application for long service leave is for a period of one (1) month or less, such leave will be taken as a minimum period of seven (7) calendar days or in multiples of seven (7) calendar days, unless special circumstances exist.



3. An employee may apply to take long service leave on half pay, which reduces the accrued long service leave eligibility by half ( $\frac{1}{2}$ ) the period taken. Applications will be assessed on a case by case basis by the Managing Director.
4. If an employee produces a medical certificate which satisfies the Company that they were incapacitated for a period of one (1) week or more whilst on long service leave, the Company may at the discretion of the Managing Director re-credit the staff member with an equivalent period of long service leave provided that no such re-credit will be granted to an employee on leave immediately prior to retirement, resignation or termination of service.
5. When an employee dies before entering upon any such long service leave or if after having entered upon their leave dies before its termination, the monetary value of the leave not taken or not completed (and not paid in advance) and calculated at the rate of salary the employee was receiving at the time of their death will be paid to their legal personal representative, unless paid by the Company to the employee's widower or widow or to the guardian of the infant children of the employee in accordance with UAC's legal obligations.
6. The Company may direct an employee with long service leave accruals exceeding four point five (4.5) months to proceed on long service leave of up to three (3) months provided that:
  - (a) Twelve (12) months' minimum written notice is given;
  - (b) The minimum period which may be required to be taken is six (6) weeks;
  - (c) And the employee will not be required to take a further period of long service leave for a period of two (2) years after the end of that leave.
7. The Company will not normally require an employee who has made a formal commitment to retire at a given date to take long service leave during their last five (5) years of employment with the Company.
8. Similarly, where an employee makes a compelling case for a deferral of the requirements of Subclause 6 because that employee has firm plans to take such accrued leave at a particular future point in time, the Company may approve the deferral.

### **33 Leave – Parental**

1. Subject to the terms of this clause, all permanent and fixed-term employees are entitled to parental leave (Maternity Leave, Primary Carer Leave, Partner Leave, and Adoption Leave) in connection with the birth or adoption of a child. There is no limit to the number of times an employee may take parental leave.
2. The total absence on parental leave shall not exceed fifty-two (52) weeks from the date of commencement of such leave and must be completed before the child's first birthday or anniversary of adoption.
3. An employee and their spouse, where both are employed by UAC, may not take parental leave at the same time.
4. An employee may take parental leave in the following manner:

- (a) Maternity leave; taken during or after pregnancy;
  - (b) Partner leave; taken at the time of birth or placement of the child (within a period of 3 weeks before and 12 months after the event).
  - (c) Primary Carer Leave; if the employee is to be the child's primary care giver in the event the employee's partner is unable to care for the child due to a personal illness, a personal injury, death or other exceptional circumstance.
  - (d) Adoption leave taken at the time of placement taken in order to be the child's primary caregiver.
- 5. An employee cannot be forced to take parental leave unless it is within six (6) weeks of the birth and the employee does not provide the Company with a requested medical certificate or if the medical certificate states the employee is not fit for work.
- 6. An employee must give to the Company:
  - (a) At least ten (10) weeks written notice of the intention to take parental leave; and
  - (b) At least four (4) weeks (14 days for adoption leave – where possible) written notice of when they wish to start and end the leave.
- 7. Before commencing parental leave, the employee must provide any of the following documents if required:
  - (a) A medical certificate confirming the pregnancy and expected date of birth or a notice from the adoption agency stating the date of placement;
  - (b) A statutory declaration stating any parental leave sought by the spouse;
  - (c) A statutory declaration stating that the employee will be the child's primary caregiver;
  - (d) A medical certificate confirming the employee's partner has contracted or developed a personal illness or sustained a personal injury and is unable to care for the child or other supporting documentation in the context of an exceptional circumstance (primary carer leave only).
- 8. Parental leave may be lengthened once without the Company's consent, by the employee giving at least fourteen (14) days written notice. The Company and employee must agree to any further extension. Parental leave may be shortened if the Company consents and the employee gives at least fourteen (14) days written notice.
- 9. By mutual agreement between the Company and the employee, an employee can interrupt parental leave and return to work on a full-time or part-time basis. Both the company and the employee have the right of refusal to such a request. This does not affect the employee's right to return to parental leave. However, the employee must still complete the period of leave by the child's first birthday or anniversary of adoption.

10. Where leave entitlements cannot be completed within 52 weeks from the date of commencement of leave, residual leave balances will be paid out by the Company where the interruption is initiated by the Company.
11. Sick leave is not paid while on parental leave, unless the Company agrees.
12. An employee seeking adoption leave is entitled to access FACS leave to attend compulsory interviews associated with the adoption.
13. Where there are risks associated with pregnancy or breast-feeding, the Company is to adjust the working conditions or hours of work or transfer the employee to other appropriate work. The new position must be comparable in pay and status. Any such risks are to be judged by the employee's medical practitioner. Where it is not feasible to transfer the employee or adjust the working conditions, an employee must be granted access to any and all paid leave entitlements, and granted a period of unpaid "special Maternity Leave" if requested by the employee.
14. The employee is entitled to return to the position they held immediately before commencing parental leave, except where the position was changed due to risks associated with the pregnancy (as prescribed in sub-clause 13) in which case the employee is entitled to return to the position held before the change. Employees are entitled to access flexible working arrangements in accordance with Clause 18 (including returning to work in a part-time capacity) upon their return to work.
15. Parental leave does not break the continuity of service with the Company. However, unpaid parental leave will not count for long service or other leave entitlements.
16. Parental leave will be paid at the following rates:
  - (a) Maternity and Adoption leave:
    - i. For employees with more than 24 months continuous service 14 weeks on full pay and 19 weeks full pay which may be taken as 38 weeks on 0.5 pay
    - ii. For employees with more than 12 months but less than 24 months continuous service – 12 weeks on full pay which may be taken as 24 weeks on 0.5 pay
    - iii. For employees with less than 12 months service – 1 week on full pay for every 4 weeks of service.
  - (b) Partner Leave – for employees with six (6) months or more service - 6 weeks on full pay which may be taken as one block of leave or on separate occasions as approved by the relevant executive.
  - (c) Primary Carer Leave – Maternity and Adoption Leave entitlements above less any paid Partner Leave already taken.
  - (d) The above entitlements are calculated on a pro-rata basis for fixed-term and part-time employees.
17. If the contract of a fixed-term employee on paid parental leave expires before that employee has used all paid parental leave, the balance will be paid as a lump sum provided that the employee has completed at least 12 months continuous paid service with UAC prior to the commencement of the paid parental leave.

18. Payment of a lump sum does not extend the period of the fixed-term contract.

### 34 Leave – Sick

1. An employee (other than a casual employee) who has completed three (3) months service and who satisfies the Company with the required evidence that they are unable to perform their duties by reason of personal illness or personal incapacity shall, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to paid sick leave. For the purpose of this clause one (1) year of employment means a yearly cycle starting from the date of employment.
  - (a) Permanent full-time employees shall be entitled to the following paid sick leave conditions:
    - i. For first year of service two (2) weeks (10 days) paid sick leave.
    - ii. On completion of first year of service a permanent employee will be entitled to ten (10) weeks (50 days) paid sick leave in addition to any sick leave entitlement remaining from their two (2) weeks (10 days) entitlement.
    - iii. Thereafter on the completion of each year of service a permanent employee shall be entitled to ten (10) weeks (50 days) paid sick leave in addition to existing sick leave entitlements subject to the condition that the maximum accrual of paid sick leave is based at twenty (20) weeks (100 days).
    - iv. Subject to the approval of the Managing Director, after 20 years employment an employee is entitled to the following if it is more advantageous to the employee than their existing entitlements under subclauses i to iii above:
      - Two (2) weeks (10 days) paid sick leave for each year of employment
      - The maximum paid sick leave which may be granted to an employee under this subclause will be the equivalent of one (1) calendar year.
  - (b) Fixed term and part-time employees shall be entitled to paid sick leave on a pro rata basis subject to the accumulation limits in clause 1a).
2. New employees are not entitled to paid sick leave during the first three (3) months of service unless special approval is granted. Fixed term staff with previous fixed term service with the Company who commence a new fixed term employment contract are not to be classified as new employees for this purpose.
3.
  - (a) An employee may take up to five (5) separate absences on sick leave in one (1) year of employment without providing a medical certificate. Thereafter, each additional absence will require a medical certificate.
  - (b) If an employee is absent for more than three (3) consecutive days, the employee must provide a medical certificate stating the employee is unable to attend work for the relevant period of time due to illness or incapacity.
  - (c) The Company may require an employee to provide a medical certificate if an absence immediately precedes or follows any other form of paid leave,

weekends or public holidays. Circumstances when this may apply include, but is not limited to, when there is a regular pattern of such absences and/or there are performance or conduct concerns regarding the employee.

4. If an employee has taken more than four (4) weeks sick leave in any one (1) year of employment the Company may require the employee to be examined by an independent medical practitioner (nominated by the Company) for an opinion on the employee's health or medical condition and frequent/recurrent sick leave, regardless of whether information has been disclosed to the Company.
  - (a) Where an employee who is required to attend a medical examination refuses to do so without reasonable cause, the Company will treat this as refusal to follow a lawful direction, which will result in disciplinary action or termination.

The Managing Director may waive the requirements of sub-clauses 3 and 4 above.

5. An employee may apply for additional sick leave if they are seriously ill and suffering substantial hardship and have used up all other leave entitlements. They must apply in writing to the Managing Director giving supportive evidence including a medical certificate, with approval at the Managing Director's discretion.
6. Employees who are injured at work and submit a workers compensation claim may be paid from their sick leave entitlements pending the determination of the claim. This is subject to the provisions of the employee submitting an acceptable medical certificate and also that there are no known reasons to doubt the genuineness of the claim. When the claim has been approved then the employee's sick leave entitlements can be re-credited.
7. An employee absent from duty due to personal illness or personal incapacity shall as far as practicable:
  - (a) Inform their supervisor/manager or HR by 10.00 am on the first day of the absence of their inability to attend for duty.
  - (b) State the estimated duration of the absence.
8. All information received regarding an illness shall be treated as strictly confidential.
9. The Sick Leave Standard Operating Procedure document should be read in conjunction with this clause but does not form part of this Agreement.

### **35 Leave – Sick, Workers' Compensation**

1. Human Resources shall advise each employee of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
2. An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers' Compensation Act 1987*, may be required to lodge a claim for any such compensation.

3. Where, due to the illness or injury, the employee is unable to lodge such a claim in person, Human Resources shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
4. Human Resources will ensure that, once received by the Company, an employee's worker's compensation claim is lodged by the Company with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
5. An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act.
6. If the claim is rejected within seven (7) days or the employee notifies the Company that they do not intend to make a claim for any such compensation, and on production of an acceptable medical certificate, the Company shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or long service leave.
7. If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
8. An employee who continues to receive compensation in accordance with Section 37 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
9. If the Company provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this Clause from the date of the refusal or failure.
10. No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum in accordance with the *Workers Compensation Act 1987* as amended from time to time.
11. Nothing in this Clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
  - (a) The employee's claim for workers' compensation;
  - (b) The conduct of a medical examination by a Government or other Medical Practitioner;
  - (c) A medical certificate issued by the examining Government or other Medical Practitioner; or
  - (d) Action taken by the Company either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.



### **36 Leave – Without Pay**

1. All applications for leave without pay shall be made in advance of the leave being taken and will be considered on a case by case basis. It is expected that available accrued paid leave will be taken prior to any application for leave without pay.
2. All leave without pay requests require the approval of the relevant executive.
3. Leave without pay may be granted to employees on a full-time or a part-time basis.
4. Where an employee is granted leave without pay for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed Public Holidays falling during such leave without pay.
5. Where an employee is granted leave without pay which, when aggregated, does not exceed five (5) working days in any calendar year, such leave shall count as service for incremental progression and accrual of annual leave.
6. Where any period (or periods) of leave without pay granted to the employee exceeds an aggregate of six (6) months, the excess over six (6) months will not be taken into account in determining length of service.
7. Parental leave does not break the continuity of service with the Company. However, unpaid parental leave will not count for long service or other leave entitlements.

### **37 Loss or Damage to Personal Items**

1. Where an employee, in the course of undertaking their normal authorised duties and responsibilities, sustains damage to clothing and/or personal items which is not attributable to the employee's negligence, the employee shall be reasonably compensated by the Company to the extent of the damage sustained.
2. Employees who choose to use their personal equipment without the approval of the Company shall not be eligible for compensation under this Clause.

### **38 Meal Allowances**

An employee when required to work overtime shall be paid a meal allowance in addition to any overtime payment. For an employee to qualify for these provisions, they must be working overtime at the direction of the Company; and must not be working from home or remotely. A meal allowance is payable:

1. When an employee is required to work at least two (2) hours of overtime beyond an ordinary working day of seven (7) hours.
2. When an employee is required to work five (5), but less than ten (10) hours, overtime on a Saturday, Sunday or on a Public Holiday, they will be paid a meal allowance.
3. When an employee works ten (10) hours overtime or more (excluding the time taken as meal breaks) the employee will be paid two (2) meal allowances.

4. When required to commence work at or before 6.00 am, being at least one (1) hour before the employee's usual starting time.
5. An employee will not be required to work more than five (5) hours without a meal break.
6. The quantum of meal allowance payable by the company shall be consistent with the quantum of meal allowances approved by the Australian Taxation Office (ATO) as reasonable and shall be adjusted consistent with ATO movements.

### **39 Meal Breaks**

An employee shall be required to take a meal break not more than five (5) hours after commencing work.

1. Not less than thirty (30) minutes and, except with the permission of the Company, not more than one (1) hour shall be allowed for each meal provided that where employees are called upon to work any portion of their meal hours, such time shall count as part of their ordinary working hours.
2. Except where by agreement with the relevant supervisor/manager, an employee may take an extended meal break provided that any time is either worked on another occasion (in accordance with Clause 19, Flexitime), or debited against their annual leave accumulation.
3. When employees are required to work more than five (5) hours overtime on weekends or public holidays they must have a meal break of at least thirty (30) minutes duration.
4. Employees who are required to work three (3) hours or more overtime beyond their ordinary hours of work must have a meal break of at least thirty (30) minutes duration.

### **40 Modes of Employment**

Staff of the Company shall be employed on the following bases:

1. Permanent staff as defined in Clause 10,
2. Fixed term staff as defined in Clause 10:
  - (a) Where there is the intention to renew the contract of a fixed-term staff member who has been employed for a continuous period of 12 months or more, and has been initially selected through a merit-based process, the Company will give genuine consideration to converting the position to a permanent position.
3. Casual staff as defined in Clause 10:
  - (a) Where a casual staff member has been employed on a regular pattern of hours for a continuous period of at least six (6) months in any year, or has been employed by the Company for 12 months, and has been initially

selected through a merit-based process, the Company will give genuine consideration to:

- The staff member being offered either a permanent position, or
  - A fixed term contract, or
  - The position will lapse.
- (b) A casual staff member shall be paid on an hourly basis at a Casual Loading Rate of fifteen percent (15%) in addition to the ordinary hourly rate prescribed in Schedule 1 of this Agreement. Casual Pay Rates are in Schedule 2 of this Agreement.

Casual staff shall not be entitled to the benefit of any leave provisions in this Agreement. An additional eight point three three percent (8.33%), in lieu of leave entitlements, shall be added to the Casual Loading Rate. This additional amount is not to be included for the purpose of calculating overtime benefits.

- (c) The employment of a casual staff member may be terminated without notice by either party.
4. Part-time staff as defined in Clause 10.

## 41 Notice of Termination

### A) Termination of Employment

Notice:

1. Except in the case of summary dismissal for serious misconduct, employment may be terminated after completion of the probationary period by the Company giving the employee notice according to the period of service with the Company as follows:
  - (a) One (1) year or less – one (1) week.
  - (b) Over one (1) year and up to the completion of three (3) years – two (2) weeks.
  - (c) Over three (3) years and up to the completion of five (5) years – three (3) weeks.
  - (d) Over five (5) years – four (4) weeks.
  - (e) In addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years continuous service with the Company, will receive an additional one (1) week of notice.

The Company and the employee may agree, on appointment, to a period of notice greater than that prescribed in Subclause 1 above provided such period of notice does not exceed three months.

However, the Company and the employee may agree in writing that a lesser period of notice may apply in lieu of that outlined in Subclause 1 above.

2. The Company may elect to make payment in lieu of notice.
3. Should the employee wish to terminate employment after the probationary period, the employee is required to give the period of notice specified in Subclause 1 above. Failure to give the required period of notice may result in the Company withholding monies for the balance of the notice period.
4. Where the Company has given notice of termination, the employee is permitted up to one (1) day's leave without loss of salary for the purpose of seeking other employment. This leave will be taken at times that are mutually convenient to the Company and the employee.
5. Where circumstances warrant it, and in particular, where there is an allegation of serious misconduct raised against an employee, the Company has the absolute discretion to temporarily suspend the employee from their duties pending a full investigation of the allegations surrounding the circumstances involving the employee. The employee shall be paid normal salary while suspended and the Company shall ensure that the investigation into the circumstances of the suspension is completed within two (2) weeks of the suspension occurring.
6. Where an employee is dismissed for serious misconduct, salary shall be paid up to the date and time of dismissal.
7. Where an employee is absent from duty for a period of five (5) days or longer without the authorisation of the Company or without good cause, they may be deemed by the Company to have abandoned their employment.

## **B) Termination of employment on the grounds of ill health**

1. The Company may terminate any employment upon the giving of notice that the employee has a long term mental or physical illness or injury and/or has become incapable of performing the inherent requirements of the position in which they are employed.

Prior to terminating an employee's employment on these grounds, the Company:

- (a) May require the employee to undergo a medical examination by a registered medical practitioner nominated by the Company (and at the Company's cost) to determine the employee's fitness for employment.
- (b) Where an employee who is required to attend a medical examination refuses to do so without reasonable cause, the Company will treat this as refusal to follow a lawful direction, which will result in disciplinary action or termination.
- (c) A copy of the medical report made by the medical practitioner, pursuant to Subclause 1(a) above, shall be made available to the Managing Director and to the staff member.
- (d) The Managing Director shall provide a staff member with written notice of not less than four (4) weeks that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under Subclause 1(a) above shall

lapse forthwith and no further action shall, subject to Subclause 1(d) below, be taken by the Managing Director under this clause.

- (e) Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Managing Director elects to dispute this decision, the Managing Director may proceed in accordance with this clause without further recourse to the provisions of Subclause 1(c) above.
- (f) Shall seek to assist the employee by offering, where considered appropriate by the Managing Director, redeployment, temporary redeployment, job share, part time employment, phased retirement, long service leave at full pay, annual leave and/or leave without pay.
- (g) May, where considered appropriate by the Managing Director, extend the entitlement to sick leave for such period as they may determine.
- (h) Shall take into account any report or recommendations resulting from the medical examinations and any other relevant medical reports or documentation made available to it by or on behalf of the employee and shall attempt, as far as the Managing Director considers possible, to provide such counselling and other support to the employee as may reasonably be required.
- (i) If the medical examination reveals that the staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Managing Director may, subject to Subclause 1(i) below, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or, where no notice is specified, a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Managing Director may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- (j) If within fourteen (14) days of the report being made available, the staff member or a person acting on their behalf so requests, the Managing Director shall not terminate the employment of the staff member in accordance with Subclause 1(h) above, unless and until the findings of the report are confirmed by a medical practitioner who is a registered member of the Royal Australian College of General Practitioners (RACGP) , and who shall be nominated as agreed from the list of practitioners on its website, <https://www.racgp.org.au/>. This practitioner shall be provided with a report from both the staff member's practitioner and the practitioner who made the initial report under Subclause 1(a) above before making their own assessment report.
- (k) In making an assessment as to whether or not a staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or practitioner appointed pursuant to this clause shall as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

- (l) These provisions shall not displace or override *the NSW Workers Compensation Act 1987, as amended*.
  - (m) This clause does not replace or undermine the Company's obligation under the *Disability Discrimination Act 1992* and the *Anti-Discrimination Act 1977*, as amended.
2. At any time during a period of notice of termination of employment whether given by an employee or the Company, the Company may:
    - (a) Direct the employee to undertake or not to undertake such duties directly or indirectly related to the employee's position as the Company may consider fit.
    - (b) Direct the employee not to report for work.
    - (c) Terminate the employee's service earlier than the expiry of notice by making a payment in lieu of salary for the unexpired period.
  3. The employment of casual employees may be terminated by the giving of one (1) hour's written notice by either party.
  4. For the purposes of this clause, fixed term employees with two (2) or more consecutive fixed term appointments shall be treated as permanent employees.

## 42 On Call and Call Back Allowance

Employees required to respond to requests to perform extra duties which are outside their ordinary hours of work, or involves them being placed on call for a specific period during which time they are required to be contactable, available and able to perform extra duties, will be eligible to be paid an on call-allowance for all the time they were on call.

Definitions:

1. **On Call** – a period of time outside ordinary working hours that an employee is required by the Company to be contactable, and both available and capable of undertaking duties without undue delay at any location.
2. **Call back** – means that where an employee who has left the Company premises is called back to work at the Company premises outside ordinary working hours.
3. **Travelling Time** – means the reasonable time taken by an employee to travel to the Company where necessary, and to return to the starting point of the employee.

### On Call Allowance

1. An employee rostered to be on call will be paid a set daily allowance as set out in Schedule 3. An employee is to be given written advice from the relevant executive that the employee is considered to be on call within the meaning of the definition in Subclause 1 above. A copy of the written advice shall be provided to the HR Manager by the executive prior to the period of the notice.



### Call Back

1. Subject to the provision of clause 43.7(e) an employee who is called back to the Company premises by an executive or who is requested by an executive to undertake work at any other location, including the employee's home, shall be paid overtime in accordance with Clause 43 of this Agreement. The overtime shall be deemed to commence from the time the employee leaves their starting point or commences work at home, and shall be deemed to cease upon return to the starting point, or when the work at home ceases. The minimum amount of overtime payable in these circumstances shall be not less than four (4) hours.
2. Any call back in the same twenty-four (24) hour period subsequent to the first call back shall be treated in the same manner as a call back under Subclause 1 above.
3. The responsible executive shall notify the HR Manager in writing of any occurrences under this clause.

## 43 Overtime

The Company may require an employee to work reasonable overtime at overtime rates prescribed in this clause.

Wherever possible, an employee shall be given at least forty-eight (48) hours notice of any overtime to be worked, provided that where such notice is not given, an employee shall not be required to work overtime where the employee satisfies the Company that there is good and sufficient reason why they cannot work overtime that day.

In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitment of the Company and the effect on clients.

1. When overtime is worked as required by the Company, it will be paid at the following rates:
  - (a) All overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) times the ordinary rate of pay for the first two (2) hours and double the ordinary rate of pay thereafter until completion of the overtime work;
  - (b) All overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of four (4) hours;
  - (c) All time worked on a public holiday shall be paid at two and one-half ( $2\frac{1}{2}$ ) times the ordinary rate of pay with a minimum payment of four (4) hours;
2. (a) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days;
- (b) An employee who works so much overtime between the termination of ordinary work on one (1) day and the commencement of ordinary work on the



next day that there is not at least ten (10) consecutive hours off work between those times shall, subject to this Subclause, be released after completion of such overtime until they have had ten (10) consecutive hours off work without loss of pay for ordinary working time occurring during such absence, and such employee shall not report for work during the next period of ordinary work before the expiration of a period of not less than ten (10) hours of work from the completion of the overtime worked unless directed otherwise by the Company;

- (c) If on the instructions of the Company such an employee resumes or continues work without having had such ten (10) consecutive hours off work, they shall be paid at overtime rates until they are released from work for such period and they shall then be entitled to be absent until they have had ten (10) consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
3. Where an employee has been instructed to report for work for pre-arranged overtime on a day which they would not have been required to work and on reporting for work on that day finds that no overtime is available, the employee shall be paid three (3) hours overtime at the overtime rate for that day.
  4. Each day's overtime shall stand alone and shall be calculated to the nearest quarter ( $\frac{1}{4}$ ) of an hour.
  5. Overtime shall not be paid to the Managing Director or any other member of the EG and identified Strategic Positions.
  6. Nothing in this clause means that an employee may be paid both overtime and take time off in lieu.
  7. Time off in lieu shall be granted where:
    - (a) An employee performs work in respect of which they are entitled to receive any overtime payment.
    - (b) At the employees request, the Company may, instead of making that overtime payment, grant to the employee time off in lieu for a period equivalent to the full overtime payment in hours which would have been payable. For example: four (4) hours overtime worked at double time is equal to eight (8) hours' time off in lieu of overtime payment.
    - (c) The maximum number of hours of time off in lieu of overtime payments that may be accumulated under this Clause, by an employee, shall not exceed three (3) weeks' time in lieu within any six (6) month period. If the leave has not been taken, it must be paid out at overtime rates as worked.
    - (d) Time off which is accumulated pursuant to this Subclause shall be taken at a time mutually agreed upon between the employee concerned and the Company, provided that the time off shall be taken within a period of six (6) months from the time that the overtime was performed.
    - (e) Employees called back for work after leaving the Company's premises shall be paid at the appropriate overtime rate for a minimum of four (4) hours. Each call shall stand alone. This Subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to

perform pre-arranged overtime, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (f) For the purposes of overtime, the maximum number of hours that can be worked each day before overtime applies will be seven (7) hours.
- (g) It is mandatory that an unpaid break of at least thirty (30) minutes is taken every five (5) hours worked.

## **44 Payment of Salaries**

1. Salary and related payments shall be paid to employees no later than fortnightly in arrears by electronic funds transfer to the nominated account of the employee.
2. On or prior to pay day, the Company shall provide to each staff member a statement of salary in accordance with Regulations made under *the Fair Work Act, 2009, as amended*.

## **45 Planning and Review**

1. Performance Planning and Review for all staff will be conducted at two (2) levels:
  - (a) In accordance with the Performance and Development Planning (PDP) program, or its equivalent. (The PDP documents should be read in conjunction with this clause, but do not form part of this Agreement).
  - (b) An on-going part of the normal supervisory/managerial process.

## 46 Position Description

1. The duties of an employee shall be described in a Position Description which must be issued upon commencement of work and kept up to date on an annual, or as needs basis. The Managing Director may, from time to time and after consultation and agreement with the staff member concerned, amend those duties to respond to any changes in the Company's requirements.
2. The Position Description is used as the basis for determining the appropriate classification level of a position using the descriptors as set out in Appendix 1, with the exception of the EG and identified Strategic Position(s).
3. Employees are required to carry out all of the lawful directions given by the Company and to serve the Company diligently and faithfully.

## 47 Probationary Employment

1. Permanent and fixed-term employees shall initially be employed on a probationary basis for a period of three (3) to six (6) months following the commencement of employment.
2. During the probationary period, the employee's performance will be monitored on an ongoing basis and a report prepared no later than one and half (1.5) months of commencement recommending:
  - (a) Continuation of the probationary period, or
  - (b) Termination of the probationary period and the service of the employee, or
 Rectification of perceived deficiencies within a specified period which shall be no longer than the end of probationary period, unless otherwise agreed between the employee and the Company, but shall not exceed six (6) months.
3. At the conclusion of the probationary period, the employee's suitability for employment will be assessed by the relevant executive and a recommendation made to the Managing Director to:
  - (a) Confirm the appointment of the employee, or
  - (b) Terminate the appointment by giving one (1) weeks' notice consistent with Clause 41 of this Agreement.

## 48 Public Holidays and Concessional Days

1. Employees (other than casual employees) who are not required for work, shall be allowed to observe the following days as holidays without loss of pay:

New Year's Day  
Australia Day  
Good Friday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Bank Holiday

and all other officially proclaimed Public Holidays for the State of NSW.

2. Bank Holiday will not be taken as a holiday on the normally notified day, the first Monday in August, but will be transferred as a concessional day to be first working day after Boxing Day.
3. Only staff employed by the Company who would normally work on the day notified as Bank Holiday each year, shall be entitled to take a concessional day on the first working day after Boxing Day. The Company may require an employee to work on this day and if this occurs the employee shall be paid in accordance with the following Subclause 4.
4. When an employee is required to work on a public holiday or on the day following Boxing Day as per Subclause 3, payment shall be made to the employee in compliance with Clause 43 of this Agreement.
5. In addition to Christmas/New Year public holiday each year, there will be two (2) days granted to employees as Company concessional days off work.
6. When employees are required to work on a concessional day(s), those employees are entitled to take the concessional day(s) on a later date mutually convenient to both the employee and the Company, and as soon as practicably possible.
7. These days are granted to employees, without debit against leave credits.
8. Employees (other than casual employees) in attendance and not required for work shall be able to sign off from duty at 12.30pm on Christmas Eve. Staff will receive their ordinary days pay for this day.
9. Part-time employees who would not normally work on the day of the week that Christmas Eve falls, may arrange with the agreement of the relevant supervisor/manager, to swap one of their ordinary work days for Christmas Eve.

## 49 Redeployment

1. The primary option for dealing with employees whose positions are surplus to organisational needs shall be redeployment. Other options that should be explored

include temporary redeployment, job-share, part-time employment, phased retirement, long service leave, annual leave and leave without pay.

2. If, in accordance with Clause 13, an employee's position is determined to be surplus the Company's needs, the affected employee (the displaced employee) shall be notified in writing to that effect by the Managing Director who shall specify in general terms the options available, including the primary option of redeployment.
3. The Managing Director, in accordance with this Agreement, may offer a voluntary redundancy if other options are determined to be inappropriate.
4. A displaced employee who has been given notice that their position has been made redundant, must elect to be considered for redeployment within two (2) weeks of receiving such notification. If no election for redeployment is made within two (2) weeks, the displaced employee will be retrenched in accordance with subclause 49.1.
5. For a period of ten (10) weeks from the date that a displaced employee elects to be considered for redeployment, or longer if the Company after consultation with the displaced employee(s) and the CPSU so decides, an active placement process will be undertaken by the Company.
6. During the placement period, the displaced employee may continue to work in their own work unit; and/or work temporarily in another work unit; and/or undertake training. CPSU members will be entitled to seek the advice and assistance of their Union during the placement period.
7. Where possible, an employee shall be redeployed into a vacant established position that matches, as far as is possible, the skills, qualifications and experience of the employee. Where necessary, the employee shall be offered the necessary training and development to enable matching of individual skills, etc to the position requirements.
8. Where there is no vacant established position to which to redeploy an employee affected by this Clause, the Managing Director may approve the creation of a non-established position which shall remain only for the term of the redeployment, unless otherwise agreed.
9. An employee who is redeployed to a position at a level lower than their previous salary level will receive salary maintenance at their previous rate of pay for a period of six (6) months. This period may be extended by the Managing Director in absolute discretion after taking into account such matters as including but not limited to, proximity to retirement and/or length of service.
10. Pending redeployment of any employee to another position, the Managing Director may direct that the employee work in any area determined by the Managing Director. The Managing Director shall make every effort to keep this period of time to no longer than six (6) weeks.

## 50 Redundancy

1. Voluntary Redundancy

- (a) The Company, at the absolute discretion of the Managing Director, may offer voluntary redundancy to those employees whose positions have become surplus to the needs of the organisation. Voluntary redundancy shall only be offered where all of the options outlined in Clause 49 have been exhausted.
- (b) Where an employee is offered and accepts voluntary redundancy, payment to the employee shall be made in accordance with the provisions detailed below.
- (c) A displaced employee who does not elect to be redeployed, in accordance with Subclause 49.4, will be given ten (10) weeks' notice of the date on which they will be retrenched or payment in lieu of all or part of this notice.
- (d) During the notice period specified in Subclause 50.1(c) a displaced employee who is to be retrenched will be eligible for:
  - appropriate out placement support; and
  - a reasonable amount of time without loss of pay to attend job interviews or other job search activities.
- (e) An employee who is retrenched will be entitled to a severance payment based on three (3) weeks' salary for every completed year of service to a maximum of fifty-two (52) weeks.<sup>2</sup> Involuntary Redundancy
  - (a) Involuntary Redundancy can only apply after exhausting Clause 49.
  - (b) This clause shall apply where the company cannot provide or offer a redeployment position that has comparable skills and level of accountability to those attributable to the redundant position, or where it is unlikely that a displaced employee will be able to perform adequately in any other job, in a reasonable period of time, given access to appropriate support and training.
  - (c) Where the Managing Director has made a decision in accordance with subclause 50.2(b), the employee, the Joint Consultative Committee and the CPSU shall be notified in writing. Such notice shall include, the reason(s) for invoking this Clause and any measures that the Company is prepared to offer in mitigation of the adverse affects of the termination of the employment of the employee concerned.
  - (d) Employees who are made redundant under this Clause shall receive, in addition to the benefits set out in this Clause pro rata payment for each completed month of service since the last completed year of continuous service with the Company together with payment for any untaken annual leave, annual leave loading or long service leave accumulated.
  - (e) Where the Managing Director has offered a redundancy, the date of termination of the employee shall be determined by the Managing Director having regard to operational requirements and any preferred date nominated by the employee. The date of termination shall be no later than three (3) months from the date of notification by the Managing Director as provided for in Subclause 49.2. The Managing Director may, in absolute discretion extend this period for no longer than a further three (3) months.
  - (f) In addition to the required period of notice, an employee, when made redundant involuntarily shall be entitled to the following. The entitlements

provided in this table do not apply to employees who accept voluntary redundancy in accordance with clause 50.1.

### **Where employee is less than 45 years of age**

<b>Completed years of continuous service with the Company</b>	<b>Entitlement</b>
Less than one year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and longer	14 weeks pay plus 2 weeks for every year of service in excess of 5 with a minimum payment of 20 weeks pay and a maximum payment of 52 weeks pay

### **If employee is 45 years of age and over**

<b>Completed years of continuous service with the Company</b>	<b>Entitlement</b>
Less than one year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and longer	17.5 weeks pay plus 2 weeks pay for every year of service in excess of 5 with a minimum payment of 26 weeks pay and a maximum payment of 78 weeks pay

Where an employee has had continuous service with the Company exceeding ten (10) years, the Managing Director may in absolute discretion agree to make a severance payment additional to that set out above.



### 3. Ineligibility of Redundant Employees for Engagement

Any employee who becomes redundant under Clause 50 may not apply for or be appointed to any other position with the Company or act as a Consultant to the Company until a period of time equal to or exceeding the period equivalent to the redundancy payment has elapsed. For example, an employee receiving a thirty (30) weeks redundancy payment plus four (4) weeks pay in lieu of notice, may not apply for or be appointed to a position with the Company until thirty (30) weeks has elapsed since the date of termination of employment.

4. For the purposes of this clause casual employment recognised as service for long service leave entitlements (as per Clause 32, sub-clause 7) will also be recognised when determining the required period of notice and the redundancy payment provided for in the tables above.

## 51 Reimbursement of Expenses

1. Employees shall be reimbursed for all reasonable travel (including use of the employee's private motor vehicle), accommodation and other out of pocket expenses that are incurred in the exercise of their authorised duties and responsibilities.
2. In the calculation of travel costs involving the private use of an employee's motor vehicle, the amount payable shall be in accordance with the current scale of motor vehicle rates published by the Australian Taxation Office from time to time.
3. All claims for reimbursement of expenses shall be supported by documentation including copies of receipts, and shall be authorised by the relevant executive.
4. Entertainment expenses may only be incurred with the prior approval of the Managing Director, except where these are less than \$100.00. Claims for reimbursement of entertainment expenses must be authorised by the Managing Director.

## 52 Remote working

1. Remote working provides an employee with the opportunity to work from any location the Company deems acceptable, subject to the requirements of the role, work health and safety considerations and with the approval of the relevant executive.
2. The framework under which remote working may apply during the life of this Agreement is set out in the *UAC Remote Working Policy*. This Policy should be read in conjunction with this clause but does not form part of this Agreement.

## 53 Retention and Attraction Incentives

1. UAC is committed to retaining and attracting employees to meet client demands and strategic goals of the Company. In some circumstances it may be necessary for the Managing Director, in consultation with the Executive Group, to determine that an employee who is covered by this Agreement, should be provided with retention and attraction incentive(s) or with an employment contract that differs from some of the terms and conditions under this Agreement.

Circumstances may include:

- (a) where skills are in high demand due to external market shortages; or
  - (b) where a position is difficult to fill due to competitive external market salaries that are higher than those set out in the UAC Salary Schedules; or
  - (c) where a position requires a highly specialised skill set or is in a niche discipline(s); or
  - (d) where an employee has exceeded the performance expectations of their position and is a key strategic contributor.
2. Incentives may be offered for an agreed period and reviewed annually or prior. The review will include an evaluation of the ongoing need, the employee's performance, budget implications and whether the offer remains in line with market conditions.
3. All arrangements made under this clause will require a recommendation from the relevant executive for consideration by the Executive Group. HR will conduct an independent evaluation based on the above criteria to ensure equity and consistency. Support by the Chief Operating Officer will be required to ensure budget oversight and management. The MD will have final approval.
4. The framework under which retention and attraction incentives may apply during the life of this Agreement is set out in the *UAC Retention and Attraction Policy*. This Policy should be read in conjunction with this clause but does not form part of this Agreement.

## 54 Salary Schedules

Salaries, casual rates of pay and allowances are set out in Schedules 1, 2 and 3 of this Agreement.

The Agreement provides for salary increases to the annual salary rates of all staff (except for members of the EG and identified Strategic Positions).

The following salary increases will apply:

1. 1.5% from the first full pay period in July 2021, payable only to employees employed at the time the Agreement is voted up.
2. 1.5% from the first full pay period in July 2022
3. 1.5% from the first full pay period in July 2023.

## **55 Security of Employment**

1. In realising the aims and objectives of this Agreement, it is understood that improvements in productivity, efficiency and reliability will have the direct effect of enhancing the job security of all Company employees.
2. The parties are committed to enhancing the security of employment for all employees. It is recognised that in a work environment of continuous improvement, changes to jobs and functions within the organisation may result. Should change occur, Executive, Management and staff shall work together to ensure that the skills required are gained to enable employees to accept new responsibilities.
3. Where staff level requirements need to change, the preferred option to achieve any reduction will be the natural turnover of staff to satisfy the adjustments.
4. The parties are committed to the provision of training and development opportunities to any staff affected by these changes.

## **56 Staff Development and Training**

1. Employees will attend mutually agreed training courses paid for by the Company.
2. Where an employee attends training the Company shall pay normal salary rates.

## **57 Superannuation**

1. Employer superannuation contributions for new permanent and fixed-term employees employed on a contract of 12 months or more, will be 17% of base salary.
2. The 17% includes the minimum payment of employer superannuation contribution required to meet Commonwealth Superannuation Guarantee obligations.
3. Staff are permitted to take a portion of their employer superannuation contributions as a cash component of their salary provided that the minimum amount paid as the employer superannuation contribution meets Commonwealth Superannuation Guarantee obligations.
4. Employer superannuation contributions for fixed-term employees employed on a contract that is less than 12 months and for casual staff shall be at the rate required to meet the minimum Commonwealth Superannuation Guarantee obligation.

## **58 Tea Breaks**

1. Employees will be entitled to a ten (10) minute paid morning tea break, to be taken two hours after the employee's ordinary commencement time.
2. Employees will be entitled to a ten (10) minute paid afternoon tea break to be taken two hours before the employee's ordinary finish time.

3. Where, due to operational requirements of the Company, employees are unable to take a tea break between the prescribed time as stated in Subclauses 1 and 2, they are entitled to take a tea break as soon as reasonably possible.
4. Where an employee elects not to take a tea break, that tea break shall be forfeited.

## 59 Union Rights

1. Staff of the Company may attend CPSU meetings during normal working hours four (4) times a year as follows:
  - (a) The Managing Director receives notice of the proposed meeting no later than three (3) working days in advance.
  - (b) Normal work resumes at the conclusion of the meeting.
2. The Managing Director may authorise additional staff meetings at the request of the CPSU or CPSU delegate.
3. Reasonable time off, during working hours, shall be allowed to CPSU delegates for the conduct of essential Union affairs.
4. The Company will grant to CPSU delegates and members leave to attend Union training of up to six (6) days per year, subject to operating requirements of the workplace. Such leave shall count as service for all purposes. Applications must be accompanied by a statement from the CPSU that it has nominated the employee concerned or supports their application.

## 60 Work Health and Safety

1. The Company recognises its obligations under the *Work Health and Safety Act 2011* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this through Company policies.
2. Each employee shall take all reasonable steps to ensure their safety while at work regardless of location, and that they don't cause harm to themselves or any other person by their acts or omissions.
3. Each employee shall report to their supervisor/manager or HR any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.
4. The parties agree that the JCC, established under this Agreement, shall be one means for consultation for WH&S issues.

## Part 3 – Signatories to the Agreement

Signed for and on behalf of the

UNIVERSITIES ADMISSIONS CENTRE (NSW & ACT) PROPRIETARY LIMITED

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Managing Director

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Dated

Signed for and on behalf of the

COMMUNITY & PUBLIC SECTOR UNION

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Federal Secretary

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Dated