



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of Wollongong
(AG2024/1933)

UNIVERSITY OF WOLLONGONG (PROFESSIONAL SERVICES EMPLOYEES) ENTERPRISE AGREEMENT, 2023

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 19 JUNE 2024

Application for approval of the University of Wollongong (Professional Services Employees) Enterprise Agreement, 2023.

[1] An application has been made for approval of an enterprise agreement known as the *University of Wollongong (Professional Services Employees) Enterprise Agreement, 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer University of Wollongong. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 28 April 2022 and the Agreement was *made* on 16 May 2024. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.¹

[3] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

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

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Agreement was approved on 19 June 2024 and, in accordance with s.54 of the Act, will operate from 26 June 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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UNIVERSITY OF WOLLONGONG

Enterprise Agreement

PROFESSIONAL SERVICES EMPLOYEES, 2023

Part 1 – General

1. TITLE

This Agreement will be known as the University of Wollongong (Professional Services Employees) Enterprise Agreement, 2023.

2. ARRANGEMENT

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3. APPLICATION

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

4. OPERATION OF THE AGREEMENT

- 4.1 This Agreement will operate seven days from the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2026.
- 4.2 This Agreement supersedes and replaces in entirety the previous certified agreements covering professional services employees of the University.
- 4.3 This Agreement operates to the exclusion of any awards which would otherwise, but for this clause, apply to professional services employees whose employment falls within the scope of this Agreement.
- 4.4 During the period of operation of this Agreement there will be no further claims made.
- 4.5 While the University recognises that the application of the Agreement requires policies, procedures and guidelines to be followed nothing in this Agreement will be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any University policy, procedure, guideline or process referred to in this Agreement.
- 4.6 Two months prior to the nominal expiry date of this Agreement, the University will initiate discussions with employee representatives on arrangements for the negotiation of a replacement agreement.
- 4.7 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. FLEXIBILITY TERM

- 5.1 The University and an employee may genuinely agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement for one or more of the following matters:
- 5.1.1 the taking of long service leave, but only where initiated by the employee;
 - 5.1.2 the taking of annual leave;
 - 5.1.3 superannuation in relation to maintaining arrangements previously agreed between the employee and the University where that employee at their discretion wishes to maintain those arrangements. Otherwise only in cases that are initiated solely by the employee;
 - 5.1.4 hours of work – arrangements about when work is performed (e.g., start and finish times). An agreement under this subclause will not attract overtime and penalty payments.
- 5.2 Any IFA must be genuinely agreed, and an employee is entitled to refuse a request for an IFA.
- 5.3 The University will ensure that the individual flexibility arrangement:
- 5.3.1 is in writing;
 - 5.3.2 provides that the employee is better off overall;
 - 5.3.3 details the name of the employee and the University as the employer; and
 - 5.3.4 is signed by the authorised delegate of the University and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 5.3.5 includes details of:

- 5.3.5.1 the terms of this Agreement that will be varied by the arrangement; and
- 5.3.5.2 how the arrangement will vary the effect of the terms; and
- 5.3.5.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- 5.3.6 states the day on which the arrangement commences.
- 5.4 The University will give the employee a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 5.5 The University or the employee may terminate the individual flexibility arrangement:
 - 5.5.1 by giving no less than 28 days written notice to the other party to the arrangement; or
 - 5.5.2 in writing at any time if the University and employee agree.

6. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES

- 6.1 The University recognises that Aboriginal and Torres Strait Islander peoples are the first peoples of this nation.
- 6.2 The University continues to be committed to reviewing, maintaining and implementing the Aboriginal and Torres Strait Island peoples' Employment Enabler Strategy in order to maximise employment opportunities for Aboriginal and Torres Strait Islander people at the University.
- 6.3 To support the effective implementation of the strategy and the commitments contained within this Agreement, the University will have an Aboriginal Workforce Development Committee (AWDC).
 - 6.3.1 The AWDC will meet no less than four times per annum and report to the University's Equity, Diversity and Inclusion (EDI) Committee as a standing item. The Committee will also report to the Vice-Chancellor's Advisory Group (VCAG) on a biannual basis.
 - 6.3.2 In addition to ex-officio members, the AWDC will include three Aboriginal or Torres Strait Islander employees. One nominated each by the Vice-Chancellor, the NTEU and CPSU.
- 6.4 The University and unions agree to work continuously, including with the AWDC, to increase the number and improve participation of Aboriginal and Torres Strait Islander peoples employed across the University.
- 6.5 The University's Aboriginal and Torres Strait Islander employment target is 75 FTE or 3% of all FTE staff, whichever is the greater, by 30 June 2026. The target number of employees will be a minimum of 40 FTE or 3% FTE of all professional services employees on a FTE basis, whichever is the greater, by 30 June 2026. Casual employees will not be included for the purposes of this clause.
- 6.6 The University will provide the Joint Consultative Committee (JCC) with a report as to the number of Aboriginal and Torres Strait Islander employees at each JCC meeting and the types of employment (continuing, fixed-term and casual), location of employment, classification levels and gender.
- 6.7 Within the overall target, the University will aim to fill and maintain a distribution of positions proportionally across academic and professional FTE, and across all levels. To achieve participation and distribution targets, the University commits to a holistic approach to workforce development. This includes, but is not limited to, the creation of employment pathways for new and existing employees, targeted career development and employment security initiatives, and the development of a talent pool of existing and prospective Aboriginal and Torres Strait Islander employees.
- 6.8 The University recognises that Aboriginal and Torres Strait Islander employees bring specific knowledge and expertise to the University which is often drawn on by the University community in addition to carrying out their duties and roles as defined by their position descriptions. The University is committed to supporting the development and maintenance of cultural knowledges and recognises the additional workload for Aboriginal and Torres Strait Islander employees. In acknowledging this, the University will

commit to annually fund employee initiatives and remuneration to address cultural load and cultural development and education over the lifetime of this Agreement. The University will develop a policy through consultative processes with Aboriginal and Torres Strait Islander employees. This policy will be endorsed by the Aboriginal and Torres Strait Islander employees and submitted for endorsement to the delegated authority for approval through the appropriate University processes within the first three months of the commencement of this Agreement. The University will support the policy and its implementation with appropriate funding.

- 6.9 The University will provide annually funded professional development for all Aboriginal and Torres Strait Islander employees, appropriate to their substantive position or identified career development goals. The University will determine funding allocations and underpinning processes within three months of the commencement of this Agreement. This will occur in consultation with the Aboriginal and Torres Strait Islander employee cohort and the AWDC.

7. EMPLOYEE CONSULTATION AND REPRESENTATION

- 7.1 The University is committed to directly consulting with all employees in relation to workplace relations, workplace change and human resource matters.
- 7.2 The University also recognises the role of employee representatives as defined below and the right of professional services employees to nominate employee representatives as defined below to represent them if they choose as provided for in this Agreement.
- 7.3 For the purposes of this Agreement, the term “employee representative” will mean a friend, colleague, or a union official of the CPSU or the NTEU chosen by the employee to represent them. The employee representative will not be engaged by the employee as a practising barrister or solicitor in private practice.
- 7.4 The University recognises the rights of entry of a person who holds an appropriate permit under the *Fair Work Act 2009*, as amended.
- 7.5 The University will provide the Union Branch President(s) 25% time release to carry out the functions of this role. This will be reflected in the employee’s workload allocation for the period the office of President is held.
- 7.6 The Union Branch President(s) may allocate some of their time release to other members of the Branch Executive. This must occur by agreement with the University and must be discussed by those receiving the additional time release with their supervisors to ensure appropriate work allocation.
- 7.7 Employee representatives who are employees of the University will, on written notification to the Vice-Chancellor, be allowed reasonable time from usual duties, with pay, to represent employees in relation to this Agreement.
- 7.8 Employees of the University who hold official positions with the CPSU and NTEU may also be granted leave of absence with pay to undertake training of up to 5 days per calendar year per employee representative on the following conditions:
- 7.8.1 the content of the training will enhance their role in carrying out representational functions under this Agreement; and
- 7.8.2 the University’s operating requirements permit the granting of the leave and is subject to the normal leave approval process. Other forms of leave may be utilised should 5 days per calendar year be exceeded.
- 7.9 Up to two professional services employees who hold positions in the CPSU and NTEU may apply for up to a combined total of ten (10) days per union, per calendar year paid leave to attend its respective national, state conference or other equivalent official forums. These professional services employees may also access their training leave under sub-clause 7.8 for the purpose of attending official union forums. A leave application form must be completed with supporting documentation attached and forwarded to the

- Manager Employment Relations. Leave will be subject to the University's normal leave approval processes. This leave is in addition to leave for training purposes as outlined in sub-clause 7.8.
- 7.10 Employees and accredited union officials of the unions covered by this Agreement will be invited to attend the University's induction process, currently known as "Getting to Know Your University".
- 7.11 The University will maintain a payroll deduction facility for union membership contributions in accordance with the University's standard procedures for deductions.
- 7.12 Employee representatives may, with the approval of the University, hold meetings of professional services employees on the premises of the University at times and locations agreed between the employee representative and the University to discuss matters pertaining to their employment including matters arising under this Agreement, provided that adequate notice will be given to the University of the intention to hold such meeting and the location thereof, and that such meetings will not be held during working hours.
- 7.13 With the approval of the University, employees may vary their meal breaks to allow them to attend such meetings, provided that they make up any time lost on that day. Approval to vary meal breaks needs to be sought at least 48 hours prior to any meeting so alternate working arrangements can be made where necessary. The University will not unreasonably refuse a request to vary a meal break provided adequate notice is given.
- 7.14 Unions can communicate with University employees, both electronically and by non-electronic means. All communication and usage of systems must comply with University policies. The University will not block communications from unions.

8. CONSULTATIVE COMMITTEE

- 8.1 There will be a Joint Consultative Committee to consult on and progress the implementation of this Agreement. Progress on implementation will be supported by the provision of data to the Committee by management. Data relating to standing items on the JCC agenda, including relevant measurements against employment targets, will be provided five days prior to the meetings.
- 8.2 In addition, the JCC is one of the forums for discussion of workplace change, workplace issues, data and policies. Data presented to the JCC should also include information related to this function where relevant.
- 8.3 The Joint Consultative Committee will include up to four management representatives and up to four representatives nominated by each Union covered by this Agreement. Management representatives should be fully briefed on issues brought to the Committee, with a view to resolving issues brought to it. The Committee will constructively engage in the consultation process and will be able to request the attendance of subject matter experts to answer questions about specific matters/portfolios.
- 8.4 The Committee will meet on a regular basis at intervals of two months (8 weeks).
- 8.4.1 In exceptional circumstances where the availability of delegates and/or an operational impediment occurs, the meeting date may be extended by two weeks. This will not result in any change to the original agreed timetable.
- 8.4.2 Notwithstanding the above, a representative may instigate a JCC meeting, where required, with 7 days' notice.

9. DIGNITY AND RESPECT AT WORK

- 9.1 In this clause the term adverse behaviour(s) collectively refers to discrimination, harassment, sexual harassment, sexual assault, gendered violence, coercive behaviour, vilification, victimisation and work-related bullying.
- 9.2 The University respects and values its employees, the diversity of its workforce, and the right of employees to work in an environment free from adverse behaviours. The University is committed to

creating and maintaining a working environment of dignity, mutual respect, and inclusion.

- 9.3 The University and its employees recognise that they have obligations under all relevant legislation including federal and state anti-discrimination and work, health and safety legislation. The University will provide information and training on identifying and preventing adverse behaviours including work health and safety risks in staff development programs for employees.
- 9.4 Adverse behaviours will not be tolerated. The University will develop and maintain a comprehensive suite of policies and processes to deal with any complaints or reports of bullying, discrimination, sexual misconduct, and harassment as defined by the legislation and University policies.
- 9.5 The University will work proactively towards:
 - 9.5.1 preventing and eliminating adverse behaviours and work, health and safety risks at the University;
 - 9.5.2 managing associated risks in consultation with Health and Safety Representatives, Work Health and Safety Committees, and employees; and
 - 9.5.3 providing trauma informed responses and support to employees with respect to the behaviours identified in this clause.

10. ANTI-DISCRIMINATION AND GRIEVANCES

- 10.1 The University will maintain and follow policies covering areas of employment equity and diversity and the prevention and appropriate management of grievances, bullying, harassment and discrimination. These policies assist the University and the University community to meet the legal obligations under the applicable state and federal laws.
- 10.2 While these policies attempt to provide frameworks to resolve complaints raised, nothing in this clause will detract from the right of the employee or the University to pursue a matter of discrimination in the relevant State or Federal tribunal.
- 10.3 The University is committed to reviewing these policies and will consult with employees and the members of the JCC as provided for in clause 8.
- 10.4 Matters dealt with in accordance with the policies referred to in this clause will not be subject to clause 11 (Disputes Resolution Procedure).

11. DISPUTES RESOLUTION PROCEDURE

- 11.1 If a dispute relates to:
 - 11.1.1 a matter arising under this Agreement; or
 - 11.1.2 the National Employment Standardsthis clause sets out the procedure to settle the dispute.
- 11.2 A dispute resolution procedure may be initiated by:
 - 11.2.1 an employee;
 - 11.2.2 the Unions (either separately or together); or
 - 11.2.3 the University.
- 11.3 An employee who is a party to the dispute may choose to be represented by an employee representative (as defined in sub-clause 7.3) for the purposes of the procedure in this clause at any stage in the dispute resolution procedure.
- 11.4 In the first instance, the parties to the dispute will normally try to resolve the dispute informally at the workplace level, by discussions between the employee and their supervisor, or the supervisor's supervisor, unless it is not practicable to do so. It is reasonable to expect that the relevant supervisor will

- respond within three working days.
- 11.5 If discussions at the workplace level do not resolve the dispute, or informal dispute resolution under sub-clause 11.4 was not conducted as it was not practicable to do so, a party to the dispute may refer the matter in writing to the Manager Employment Relations in People & Culture (or equivalent/authorised delegate).
- 11.6 The written dispute notification must:
- 11.6.1 state that the notification is being made under this clause;
 - 11.6.2 specify the clauses(s) or this Agreement, or the NES, in relation to which the dispute has arisen;
 - 11.6.3 state the nature of the dispute; and
 - 11.6.4 where possible, outline the remedy sought to resolve the dispute.
- 11.7 A meeting will be convened as soon as reasonably possible, but normally within five working days of University management receiving the written dispute.
- 11.7.1 A representative from People & Culture, the party initiating the dispute, the respondent of the dispute and, if the employee party to the dispute chooses, an employee representative will attend the meeting. Nothing in this clause prevents parties from agreeing to alternative arrangements.
 - 11.7.2 The party that initiated the dispute will be given an opportunity to explain the matter in dispute and the outcome they are seeking. The disputing party's views will be considered and a written response, including detail of any resolution reached, will normally be provided within three working days of the meeting.
- 11.8 While the parties are trying to resolve the dispute using the procedure in this clause:
- 11.8.1 the employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 11.8.2 the employee must comply with a direction given by the University to perform other available work, unless:
 - 11.8.2.1 the work is not safe; or
 - 11.8.2.2 applicable workplace health and safety legislation would not permit the work to be performed; or
 - 11.8.2.3 there are other reasonable grounds for the employee to refuse to comply with the direction; and
 - 11.8.2.4 the University will maintain the existing work, staffing or organisation of work arrangements;
 - 11.8.2.5 no adverse action will be taken against the employee; and
 - 11.8.2.6 industrial action will not be taken by any party to the dispute.
- 11.9 Where the parties agree, the assistance of a mutually agreed private conciliator may be sought.
- 11.10 If formal discussions between the parties do not resolve the dispute, or if there is an identified urgent need to resolve the matter, a party to the dispute may refer the matter to the Fair Work Commission for conciliation, and if necessary, arbitration.
- 11.11 If the dispute is not referred to the Fair Work Commission or private conciliator within 10 working days after the procedure set out in sub-clauses 11.4 to 11.8 is complete, the employee will continue to perform their work as they would normally and/or in accordance with the University's reasonable direction, provided that neither party will be prejudiced in the resolution of the dispute.

- 11.12 Nothing in this clause prevents the parties to a dispute from agreeing to refer the matter to a third party other than the Fair Work Commission for resolution.

12. INTELLECTUAL FREEDOM

- 12.1 The University is committed to the protection and promotion of intellectual freedom within the University. In the performance of their duties employees have a right to:
- 12.1.1 pursue critical and open inquiry;
 - 12.1.2 research and publish;
 - 12.1.3 participate in University and public debates and express opinions, including unpopular or controversial opinions about issues and ideas;
 - 12.1.4 participate in an appropriate form in decision making processes and structures germane to their field of expertise and onus of responsibility within the University;
 - 12.1.5 teach, assess and develop curricula within the processes laid down by the University;
 - 12.1.6 participate in professional and representative bodies, including unions, and engage in community service without fear of harassment, intimidation, bullying or unfair treatment.
- 12.2 The exercise of intellectual freedom rights does not constitute misconduct or serious misconduct, is not subject to disciplinary action and will not be dealt with under the provisions in this Agreement or under any University policy, procedure or code of conduct.

Part 2 – Salaries, Progression, Promotion and Benefits

13. SALARY INCREASE

- 13.1 The full-time rates of pay applicable to the classifications covered by this Agreement are set out in Schedule A. These rates include the following increases:
- 13.1.1 A lump sum payment as prescribed in Schedule A was made prior to approval of this Agreement on 08 December 2023 to continuing and fixed term employees who were employed and on duty or approved leave, other than leave without pay which exceeds a period of one month, as at 2 November 2023, and casual employees engaged anytime in the 3 months prior to 2 November 2023;
 - 13.1.2 2% from the first pay period commencing on or after 2 November 2023;
 - 13.1.3 3% from the first pay period commencing on or after 24 November 2023;
 - 13.1.4 1.75% from the first pay period commencing on or after 21 June 2024;
 - 13.1.5 2.5% from the first pay period commencing on or after 22 November 2024;
 - 13.1.6 1.75% from the first pay period commencing on or after 20 June 2025;
 - 13.1.7 2.5% from the first pay period commencing on or after 21 November 2025; and
 - 13.1.8 2% from the first pay period commencing on or after 19 June 2026.
- 13.2 The increases in 13.1.2 to 13.1.8 will apply to all allowances except as otherwise provided for in clauses 52.2 and 52.4.

14. SALARY STRUCTURE

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

15. CLASSIFICATION CRITERIA

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

16. INCREMENTAL PROGRESSION

- 16.1 Continuing, fixed term and seasonal/part year or annualised professional services employees in Levels 1-2 to 6-7, other than those employees who have reached the competency bar within Levels 1-2, 3-4 and 6-7 or who are at the top of the classification level, are entitled to be considered for incremental progression through the steps within the level on an annual basis. This consideration is subject to satisfactory performance in accordance with the relevant classification level and the process for consideration of incremental progression as prescribed in clause 33 - Performance Enhancement and Planning. An employee will not be disadvantaged in receipt of an increment if a recent performance planner has not been completed through no fault of that employee. The process for consideration of incremental progression for Level 8/9 employees is as prescribed in clause 34 – Performance Enhancement and Planning for Level 8-9.
- 16.2 A professional services employee may be eligible for consideration of accelerated incremental progression in accordance with the University’s relevant policies and procedures. This process, including any decision, is not subject to review or any dispute resolution process under this Agreement.
- 16.3 This Agreement provides for broad-banded classifications with competency bars at Levels 1-2, 3-4 and 6-7 which are consistent with the Work Level Descriptors in Schedule D. The salary scales specified in Schedule A of this Agreement specify salary points where a progression bar exists. Employees will have the opportunity to seek advancement beyond such competency bars by demonstrating attainment against specified competency profiles. Progression beyond the competency bars is contingent on the requirements set out below:
- 16.3.1 employees must normally have spent 12 months at the salary point specified as a competency bar.
- 16.3.2 progression through a competency bar requires the employee to have completed a current performance planner consistent with the requirements of clause 33 - Performance Enhancement and Planning of this Agreement.
- 16.3.3 supervisors must select the relevant competency profile for the position which identifies the requirements that permit progression beyond a barrier and affirm that the position requires the use of these competencies.
- 16.3.4 the employee and their supervisor must then confirm attainment of the competencies in the profile selected above and provide examples.
- 16.3.5 the relevant Director or Executive Dean reviews the information to ensure it warrants advancement beyond the barrier.
- 16.4 The competencies contain both a number of generic (i.e. University wide) competencies and a number of specific or streamed competencies (i.e. trades, technical, library, and administrative) commensurate within the level to distinguish the additional value of work performed at the higher level within a broad-banded position.

17. RECLASSIFICATION

- 17.1 Reclassification refers to the method by which employees may move between the classification levels provided in Schedule A of this Agreement. The method involves an assessment of the duties and responsibilities of the position within the Work Level Descriptors in Schedule D. Reclassification occurs

- in circumstances where an employee is performing higher level job duties on a non-temporary basis in their substantive position. A higher duties allowance may be more appropriate where the higher-level job duties are of a temporary nature. Professional services employees are entitled to apply for reclassification in accordance with the University's policy documents.
- 17.2 An application for reclassification from Level 1-2 to Level 3-4, from Level 3-4 to Level 5; from Level 5 to Level 6-7 or Level 6-7 to Level 8-9 can be initiated by either the employee or the Head of Unit. The employee will normally have been on the top of the salary range for at least 12 months and complied with the requirements of performance planning as prescribed in clause 33. The University will consider the merits of the application which includes a valid position description and evidence requirements in making a determination. All of the employee's work is examined however the higher-level work must constitute the major and substantial part of the position. Provided all documentation has been submitted and all other requirements have been met, an application will normally be assessed within four weeks of receipt in People & Culture.
- 17.3 The Head of Unit and the employee will be notified of the outcome of the application in writing, including reasons where an application is declined.
- 17.4 Where an application is approved the reclassification will take effect from the date the application was received in People & Culture and the salary rate will reflect the nearest higher salary step in the reclassified level as compared to the employee's current rate of pay.
- 17.5 A request for review must be made within 10 working days of being notified that an application by a Head of Unit is not approved and where the employee is of the view that their classification is incorrect or their Head of Unit is not prepared to recommend an employee's reclassification application. The request for review must indicate whether the employee elects to have the review undertaken by an independent reviewer or a committee of review. Such review will be in accordance with the University's policy documents.
- 17.6 The Reviewer will recommend whether in their view, the grounds of the review have been substantiated and, if so, whether they materially and adversely affected the outcome of the application.
- 17.7 The Reviewer does not have the authority to confirm a reclassification.
- 17.8 A Reviewer will mean:
- 17.8.1 an independent reviewer appointed by the Chief Operating Officer following consultation with the employee; or
- 17.8.2 a review committee that consists of:
- 17.8.2.1 an independent chair chosen by the Chief Operating Officer;
- 17.8.2.2 a management representative; and
- 17.8.2.3 an employee representative nominated by the union representatives of the JCC referred to in clause 8.
- 17.9 Upon consideration of the Review recommendations, the Chief Operating Officer will approve or decline the application for reclassification. Where the Chief Operating Officer approves the application for reclassification the reclassification will take effect in accordance with clause 17.4. The decision of the Chief Operating Officer will be final. The employee will be notified of the outcome in writing, including reasons for the decision.
- 17.10 The employee will continue to be employed in their substantive level until the Chief Operating Officer makes a decision and they have been notified of that decision.

18. SALARY PACKAGING (FLEXIBLE REMUNERATION)

- 18.1 Notwithstanding the salary rates for various classifications in this Agreement, a professional services employee may enter an agreement for an individual remuneration package, pursuant to this clause, which

may result in their salary being reduced provided that:

- 18.1.1 the combined package of benefits including liability for fringe benefits tax, if any, and any administrative costs or charges, and the reduced salary is equivalent to the salary prescribed in this Agreement for that employee; and
- 18.1.2 the employee will be required to enter into an agreement with the University with terms and conditions that include:
 - 18.1.2.1 the superannuable salary for both the rate of contribution and benefit purposes is calculated by reference to the salary specified in this Agreement.
 - 18.1.2.2 for periods of paid leave the employee retains the reduced salary and benefits.
 - 18.1.2.3 any additional remuneration is treated as additional salary but is not taken into account for superannuation purposes other than for fulfilling the University's obligations under superannuation guarantee provisions.
 - 18.1.2.4 the employee will be entitled to withdraw from, or renegotiate any salary and benefits package by notice in writing on the occurrence of any of the following:
 - 18.1.2.4.1 where any change to laws affecting all or some of the elements of the salary and benefits package involves a financial disadvantage to the employee if they continued the salary and benefits package;
 - 18.1.2.4.2 where an employee proceeds on a period of leave without pay for any period greater than five working days; or
 - 18.1.2.4.3 any other events or circumstances approved by the University and where four weeks' notice in writing is provided.
- 18.2 Any withdrawal from any agreement by the employee in accordance with this clause will be notified in writing to the University.
- 18.3 The University will not be responsible for any loss or disadvantage suffered by the employee arising from:
 - 18.3.1 the cessation of any benefits payments;
 - 18.3.2 any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of sub-clause 18.1.2;
 - 18.3.3 the termination of an individual remuneration package by either party, unless otherwise specified in this Agreement.
- 18.4 The University will exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.
- 18.5 In addition, the University will be entitled to recover any payment of salary and benefits paid in advance.

19. SUPERANNUATION

19.1 Employer contributions

- 19.1.1 The University will make the following superannuation contributions into an employee's nominated superannuation fund:
 - 19.1.1.1 For casual employees, the University will make superannuation guarantee contributions in line with the *Superannuation Guarantee (Administration) Act 1992*;
 - 19.1.1.2 For all other employees, the University will make 17% employer

superannuation contributions on the employee's ordinary time earnings.

- 19.1.2 Subject to the extent permitted by law, the University's default superannuation provider is UniSuper. The University will provide information about UniSuper to new employees as part of the onboarding process.
 - 19.1.3 If an employee on commencement of employment does not nominate a superannuation fund, the University will make the contributions into the employee's stapled superannuation fund as advised by the Australian Taxation Office (ATO).
 - 19.1.4 If the ATO advises that an employee does not have a stapled superannuation fund, the University will open a UniSuper account on the employee's behalf and make contributions into that account.
- 19.2 **Contributions during unpaid parental leave**
- 19.2.1 During periods of unpaid parental leave, the University will continue to make employer superannuation guarantee contributions which will be calculated on the substantive salary earned by the employee.

20. ANNUAL LEAVE LOADING

- 20.1 Annual leave loading will be paid on the first payday in December each year based on the proportion of the leave loading year (1 January to 31 December) worked by the professional services employees at the ordinary rate of pay as at 31 December of the leave loading year. Annual leave loading is paid to compensate for the notional loss of the opportunity to work overtime.
- 20.2 Professional services employees will be granted an annual leave loading equivalent to 17.5% of 4 weeks (five weeks for seven-day continuous shift workers) ordinary salary as at 31 December. For seven-day continuous shiftworkers ordinary pay will include shift penalties or other allowances payable on a regular basis.
- 20.3 Upon resignation or termination by the University an employee who has not been paid an annual leave loading will be paid the loading.

21. PAYMENT OF SALARIES

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

Part 3 - Types of Employment

22. EMPLOYMENT GENERALLY

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

23. CONTINUING EMPLOYMENT

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

24. CONTINUING CONTINGENT EMPLOYMENT

- 24.1 Fixed term contracts may initially be offered for employees to perform work that is externally funded in accordance with clause 25 of this Agreement. An initial externally funded fixed term contract may include a contingency in addition to an end date.
- 24.2 Where external funding has been received for a specified term, the duration of the continuing contingent employment will be the specified term. A continuing contingent employee's employment will only be terminable if the external funding ceases and is not renewed (**the contingency**), or in accordance with clauses 38 Unsatisfactory Performance and Misconduct.
- 24.3 Current employees whose service commences before approval of this Agreement and who meet the requirements of this clause will be offered conversion to continuing contingent employment.
- 24.4 A break between contracts of up to 26 weeks will not constitute a break in continuity of service but will not count as service for any purpose. This does not affect the application of sub clause 24.5 below.
- 24.5 If external funding is renewed, a continuing contingent employee will continue. If the external funding has ceased, but is expected to be renewed, a continuing contingent employee will continue. To facilitate this, an employee may be allocated to other work by agreement.
- 24.6 Where the external funding ceases and is not renewed, the continuing contingent employee will be terminated on grounds of the contingency and they will receive 8 weeks' notice (or pay in lieu of notice) plus severance pay in accordance with the scale set out in clause 55.11.2.
- 24.7 During the notice period, the University will offer to withdraw the notice of termination if the grant funding is renewed or like funding obtained. The withdrawal will take effect if the affected employee agrees.
- 24.8 An employee may appeal against the decision to terminate their employment. An appeal will be lodged within four (4) weeks of the date of the notice of termination. The matter will be resolved within four (4) weeks of the date that an appeal is lodged by the employee and before the expiry of the notice period. Any payment in lieu of notice will be limited to the balance of the 8 weeks' notice period.

25. FIXED TERM EMPLOYMENT

- 25.1 Fixed term employment is for a specified term or ascertainable period, for which the instrument of engagement will specify the start and end date of employment or, in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project which will determine the end date of employment (fixed term employment).
- 25.2 Subclause 25.3 applies to fixed term contracts entered into after the commencement date of this Agreement. Subclause 25.3 does not affect the validity of fixed term contracts entered into prior to the date of this Agreement and the terms of clause 25 as set out in the University of Wollongong (Professional Services) Enterprise Agreement 2019, immediately preceding continue to apply to those contracts. For purposes of conversion, clauses 25.4 to 25.5 of this Agreement apply to pre-existing and new fixed term contracts of employment.

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

Sub-clause	Category	Meaning
25.3.1	Specific task or project	Is a position to perform a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students;
25.3.2	Research only	Is a position to perform research only functions, for a period not exceeding 5 years;
25.3.3	Replacement employee	Is a position to temporarily: <ul style="list-style-type: none"> (i) replace, for a definable period, an ongoing employee who is on leave, secondment, or performing higher duties; or (ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;
25.3.4	Recent professional practice	Is a position where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period not exceeding 2 years;
25.3.5	Pre-retirement	Is a pre-retirement contract for an ongoing employee, for a non-renewable period not exceeding 5 years before the employee's intended retirement date;
25.3.6	Enrolled student	Is a position for an enrolled student of the University to perform work that does not fall within the description of another category in subclause 25.3, and is work within the student's academic unit or an associated research unit and is work generally related to a degree course that the student is undertaking in that academic unit. The contract must: <ul style="list-style-type: none"> (i) expire at the end of the academic year in which the person ceases to be a student or not extend beyond; and (ii) not be made on the condition that the person offered the employment undertake a studentship.
25.3.7	New organisational area	Is a position within a new organisational area about which there is genuine uncertainty of continuing operations for a period up to 3 years.

25.4 The University may offer a fixed term employee who meets the criteria listed in 25.5.2 conversion to continuing employment on the same salary and classification if the work they are performing is deemed to be ongoing. Nothing in this subclause prevents the University, at its discretion, from converting any fixed term employment to ongoing employment.

25.5 Right to apply for conversion to continuing employment

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

25.5.1.1 the University gives notice in accordance with clause 56 (Notice of Termination) of the intention to renew employment on the expiry of their fixed term employment; or

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

- 25.5.2 To be considered for conversion, the employee must:
- 25.5.2.1 have satisfactorily completed their probationary requirements;
 - 25.5.2.2 have completed two years of continuous service in the relevant position;
 - 25.5.2.3 have been originally appointed following a competitive, merit-based selection process for the relevant position;
 - 25.5.2.4 have performed satisfactorily in the position; and
 - 25.5.2.5 satisfy the current selection criteria for the position.
- 25.6 Approval of conversion to continuing employment:
- 25.6.1 The University will consider the employee’s application and may refuse conversion on reasonable grounds, which will be limited to the categories in 25.3 above.
 - 25.6.2 The employee will normally be notified in writing if their application has been approved or refused within six weeks of the application being submitted to People & Culture. If there is any delay in the decision-making process, the employee will be notified and advised of the anticipated date they will be notified of the outcome.
- 25.7 Renewal of fixed term positions
- 25.7.1 The University will provide a fixed term employee notice in writing of its intention to renew or not to renew their employment upon expiry of the contract. Such intent will be provided prior to the specified end date of the contract in accordance with the table below:

Period of engagement	Minimum notice period
Up to 12 months	4 weeks
12 to 24 months	8 weeks
Over 24 months	12 weeks

- 25.7.2 Where the University has made a decision to continue the position occupied by a current fixed term employee the employee will be offered further employment in that position on a fixed term basis, subject to the following:
 - 25.7.2.1 the employee has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required; and
 - 25.7.2.2 has demonstrated suitable performance and conduct in the fixed term position; and
 - 25.7.2.3 the employee was appointed following a competitive, merit-based selection process for the same or substantially similar position.

26. CASUAL EMPLOYMENT

- 26.1 ‘Casual employment’ is work which is irregular, intermittent, ad-hoc or for a short duration where employees are engaged by the hour and paid on an hourly basis..
- 26.2 The rates of pay for casual employees is at Schedule B.
- 26.3 Casual employees will be paid for all agreed hours worked.
- 26.4 **Casual loading and penalties**
 - 26.4.1 Casual employees are paid a loading of 25% on their base hourly rate (‘casual loading’) in lieu of all paid leave (except where stated otherwise in this Agreement or in accordance with relevant legislation).

- 26.4.2 Where a casual employee works hours that entitle them to additional payment/s, e.g a penalty, shift work or overtime, the payment will be calculated on the employee's base hourly rate, exclusive of the casual loading.
- 26.5 Engagement periods**
- 26.5.1 The minimum period of each engagement for a casual employee will be for 3 consecutive hours, unless:
- 26.5.1.1 employees are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement period of one hour. For the purpose of this subclause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays; or
- 26.5.1.2 employees with a primary occupation elsewhere (or with the University) will have a minimum period of engagement of one hour; or
- 26.5.1.3 due to personal circumstances, an employee requests, and the University agrees to, a shorter engagement period.
- 26.6 Casual employees will not be required to work more than 10 hours in any one day and no more than 70 hours in any fortnightly pay cycle.
- 26.7 Recording of time**
- 26.7.1 Supervisors must provide reasonable notice to a casual employee of the hours they are expected to work prior to engagement.
- 26.7.2 The working by a casual employee of hours in excess of those prescribed by clause 26.7.1 requires approval from the casual employee's supervisor, where practicable.
- 26.7.3 Casual employees will submit their time worked through the University approved timekeeping system and supervisors are accountable for approving that time within the timeframes advised by People & Culture.
- 26.7.4 Where there is disagreement between the supervisor and the casual employee in relation to the time recorded, the supervisor must discuss this with the employee within 5 days of a disagreement raised. Where disagreement remains, the supervisor and/or the employee will discuss the dispute with the supervisor's supervisor and/or People & Culture Business Partner.

27. CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

- 27.1 Eligibility for conversion
- 27.1.1 The employee may apply in writing for conversion to continuing or fixed term employment on the same salary and classification level if:
- 27.1.1.1 they have been employed on a regular and systematic basis; and
- 27.1.1.2 in the same or a similar and identically classified position in the same department (or equivalent), and either:
- 27.1.1.2.1 have worked an average weekly hours equal to at least 30% of the ordinary weekly hours that would have been worked by an equivalent full time employee over the immediately preceding 12 months; or
- 27.1.1.2.2 worked over the immediately preceding 24 months.
- 27.1.2 For the purpose of this sub-clause, occasional and short-term work performed by the

employee in another classification, position or department will not:

- 27.1.2.1 affect the employee's eligibility for conversion; or
- 27.1.2.2 be considered when determining whether the employee meets the eligibility requirements; or
- 27.1.2.3 be used to calculate entitlements.

27.2 Consideration of application for conversion

- 27.2.1 The University will consider the employee's application and may refuse conversion on reasonable grounds, which will be limited to:
 - 27.2.1.1 the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - 27.2.1.2 the employee is a genuine retiree;
 - 27.2.1.3 the employee is performing work which will either cease to be required or will be performed by another employee within 26 weeks (from the date of application);
 - 27.2.1.4 the employee has primary employment with the University or another employer;
 - 27.2.1.5 the employee does not meet the essential requirements of the position; or
 - 27.2.1.6 the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 27.2.2 The employee must not be engaged then reengaged or have hours reduced in order to avoid any obligation under sub-clause 27.1.

27.3 Outcome of Application

- 27.3.1 The employee will be notified in writing of the outcome within six weeks of the application being submitted People & Culture. If there is any delay in the decision-making process, the employee will be notified and advised of the anticipated date of the decision.
- 27.3.2 Where an application for conversion is approved the employee will be provided with a new employment contract for a continuing or fixed term appointment.
- 27.3.3 Regular and systematic service that is the basis for conversion will count as service for the purpose of calculating any entitlements relating to paid parental leave, notice of termination and separation payments.

28. SEASONAL/PART YEAR, ANNUALISED EMPLOYMENT PAYMENT OPTIONS

- 28.1 Before being employed in either seasonal/part year employment or annualised employment a professional services employee will be given an initial choice of which of these two types of payment options they would prefer being employed under.

28.2 Seasonal/Part Year Employment

- 28.2.1 General
 - 28.2.1.1 "Seasonal" or "part-year" employees, are employees appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University consistent with, or as subsequently varied by agreement with the seasonal or part-year employee.

- 28.2.1.2 During the periods of the calendar year that the employee is not required to perform work, the employee’s employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose but will not break the continuity of service.
- 28.2.2 Accrual of pay
 - 28.2.2.1 In respect of the periods or seasons of work for which they are engaged, seasonal, part-year employees will be paid on the same basis as comparable, full time or part time continuing employees, as the case maybe.
- 28.2.3 Leave Entitlements
 - 28.2.3.1 Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the employee during the periods or seasons of work for which the seasonal, part year employees are engaged.
- 28.2.4 Public Holidays
 - 28.2.4.1 Part-year and seasonal employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.
- 28.2.5 Termination of Employment
 - 28.2.5.1 In the event that the employment of a part year or seasonal employee ceases, for whatever reason, and the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the employee.
- 28.3 **Annualised Employment**
 - 28.3.1 General
 - 28.3.1.1 An “annualised hours employee” is an employee engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year), scheduled to work over a period of less than 52 weeks, as determined and offered by the University, consistent with sub-clause 28.2.1 of this Agreement, or as subsequently varied by agreement with the annualised hours employee.
 - 28.3.2 Accrual of Pay
 - 28.3.2.1 For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.
 - 28.3.3 Leave Entitlements
 - 28.3.3.1 Annualised hours employees will be entitled to receive the leave entitlements of a full-time employee on a pro-rated basis determined by the number of annualised ordinary hours required to be worked by the employee within the year.
 - 28.3.4 Public Holidays
 - 28.3.4.1 Annualised hours employees will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

- 28.3.5 Overtime
 - 28.3.5.1 Annualised hours employees will be eligible for overtime in the same manner as full-time employees.
 - 28.3.5.2 In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged.
 - 28.3.5.3 There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.
- 28.3.6 Additional Hours
 - 28.3.6.1 Where in any year, an annualised hours employee works in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
- 28.3.7 Alteration of Annual Hours
 - 28.3.7.1 In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the annualised hours employee will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.
- 28.3.8 Termination of Employment
 - 28.3.8.1 In the event that the employment of an annualised hours employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:
 - 28.3.8.1.1 if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the University as at the date of termination. The employee may off-set any such amounts against any entitlements owing to the employee; and
 - 28.3.8.1.2 if an employee has performed work for which they have not yet received pay by the University, the University will pay to the employee such amount as at the date of termination.

29. PART-TIME EMPLOYMENT

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

- 29.5 A part-time employee will be paid on a pro-rata basis to the appropriate full time employee, and will be entitled to the provisions of this Agreement on a pro-rata basis unless otherwise provided by this Agreement.

30. PROBATION

- 30.1 Notwithstanding anything elsewhere contained in this Agreement, the University may employ a professional services employee on a probationary basis.
- 30.2 The period of probation will be for a period of up to six months. In all instances there will be a mid-point review. Employees at Level 1-2 and 3-4 can be confirmed at the mid-point review providing their performance is satisfactory.
- 30.3 The supervisor must ensure that any concerns regarding performance of the employee are identified and discussed with the employee at the mid-point review. Identified concerns are to be confirmed in writing to the employee. Consideration will also be given to any appropriate training or other forms of support to address those concerns.
- 30.4 Where a probationary period has previously been completed by a continuing employee and they are employed in another position at the same salary level and classification with the same or similar duties, no further probationary period will be required. If, however, they are employed in another position at a higher salary and classification level, the requirement for a further probationary period will be assessed by the University on a case-by-case basis.
- 30.5 Where a probationary period has previously been completed by a fixed term employee and they are employed on a second or subsequent fixed term contract for the same position, or substantially similar position as determined by the University, no further probationary period will be required. In other instances a further probationary period will apply.
- 30.6 Where an employee is reclassified in accordance with clause 17 (Reclassification) there is no requirement for a further probationary period.
- 30.7 Notwithstanding any provision contained elsewhere in this Agreement, the employment of a probationary employee may be terminated by the University or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

Part 4 - Development and Performance

31. CAREER DEVELOPMENT

- 31.1 The University is committed to training, skills acquisition and development including:
- 31.1.1 developing a more highly skilled and flexible workforce;
 - 31.1.2 providing employees with career opportunities through appropriate training to acquire additional skills;
 - 31.1.3 via on-the-job training opportunities including, but not limited to, higher duties, secondment, job rotation to develop employee capacity and capabilities.
 - 31.1.4 removing barriers to the utilisation of skills acquired; and
 - 31.1.5 equitably providing access to training for all employees.
- 31.2 The University will provide:
- 31.2.1 a core curriculum of training needs and skill requirements for all levels of employees;
 - 31.2.2 a compulsory curriculum of training to build the capabilities of employee supervisors to manage and develop employees using the University's Values and tenets of this Enterprise Agreement.

- 31.2.3 widely available group-based programs which respond to these requirements;
- 31.2.4 components which encourage the development of communication, cooperation, and negotiation skills;
- 31.2.5 components which encourage the development of skills in productivity and performance measurement including total quality management; and
- 31.2.6 a system by which employees may self-nominate to receive information about internal vacancies including secondments.

32. STUDY TIME

- 32.1 Study time is available to assist professional services employees undertaking external or part-time courses approved by the University and is outlined within the relevant policy documents.

33. PERFORMANCE ENHANCEMENT AND PLANNING

- 33.1 The performance planning system will be used for all continuing professional services employees and those with fixed term contracts where appropriate.
- 33.2 The goals of this system are as follows:
 - 33.2.1 to maintain a high standard of work performance;
 - 33.2.2 to improve work performance by highlighting the employee's strengths and weaknesses;
 - 33.2.3 to establish goals for individual development and growth;
 - 33.2.4 to ensure the employee's participation in management planning and development;
 - 33.2.5 to assist the employee to develop their full potential;
 - 33.2.6 to acknowledge outstanding performance and give credit where due;
 - 33.2.7 to enable problems to be identified and dealt with at an early stage; and
 - 33.2.8 to provide for fair and equitable workloads.
- 33.3 To support the goals of performance enhancement as outlined in sub-clause 33.2 above, any unsatisfactory performance or conduct issues should be dealt with under Clause 38 Unsatisfactory Performance and Misconduct.
- 33.4 Each employee will have a nominated supervisor and that supervisor will be responsible with the employee for completing the performance planner.
- 33.5 A performance planner should be completed on an annual basis. The resulting document is maintained online within the University's Performance Management system. Employees who have access to the system include those under subclause 33.8 below as well as those employees for administrative purposes in the course of their duties.
- 33.6 The performance planner will, as a minimum, contain the following: a statement of planned goals for the annual period, a career development plan to enhance performance in the current role and career in the University, and an assessment of the likely impact of workload in the coming year.
- 33.7 The employee may, for whatever reason, invite another employee to participate, in a support role, in the performance planning session.
- 33.8 The performance planning document will remain confidential at all times. It is shared between the employee and their nominated supervisor. Other employees with supervisory responsibility for the employee (e.g. a co-supervisor and/or the supervisor's own supervisor) should participate in the Performance Planning process. Executive Deans or Directors have access to the documents for all employees in their respective Faculty or Division.

- 33.9 A performance planner will need to be completed on an annual basis to support and accompany the following requests:
- 33.9.1 probation reviews
 - 33.9.2 incremental progression
 - 33.9.3 accelerated incremental progression
 - 33.9.4 reclassification
 - 33.9.5 attraction and retention allowance
 - 33.9.6 study time
 - 33.9.7 development leave
 - 33.9.8 job rotation
 - 33.9.9 external conferences funded by employee development
 - 33.9.10 any other process identified from time to time.
- 33.10 An employee will not be disadvantaged in this regard if a recent performance planner has not been completed through no fault of that employee.
- 33.11 All comments made by a supervisor(s) on an employee as part of any of these requests will be available to the employee who will then have the opportunity to input any comments.
- 33.12 It is acknowledged that supervisors need to be trained in the conduct of performance planning and that appropriate training sessions should be conducted on a regular basis.
- 33.13 In response to a request for a report on incremental progression, supervisors will discuss performance of duties with the employee not later than one month before an increment is due.
- 33.14 Where an employee is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan as mentioned in sub-clause 33.11 above e.g. an increment, the employee may appeal the matter to the Chief People & Culture Officer. Where significant obstacles have prevented achievement, this will be taken into account as part of the appeal. The Chief People & Culture Officer will discuss the matter with the employee and with the supervisor before making a decision. An employee may request advice and assistance in this process from their employee representative.
- 33.15 Where an increment is not approved, a review will be scheduled within six months' time.

34. PERFORMANCE ENHANCEMENT AND PLANNING FOR LEVEL 8-9

- 34.1 The additional requirements for performance planning contained in this clause apply to professional services employees classified in Level 8-9 only.
- 34.2 Employees in the Level 8-9 classification will only be entitled to annual incremental progression if the conditions in this clause are met.
- 34.3 Each employee in this classification will be required to prepare an annual performance planner. This planner will be prepared annually with their supervisor, and will include goals to be achieved over the forthcoming year.
- 34.4 The performance planner will be reviewed and approved by the relevant delegated officer of the University.
- 34.5 If all performance goals for a year are met, the employee will be paid the increment on the usual anniversary date. If the goals are not met, incremental progression will be withheld until the goals are met.
- 34.6 The relevant delegated officer is authorised to approve incremental progression if significant obstacles prevent the achievement of performance goals in any particular year.

34.7 Where an employee is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan, the employee may appeal the matter to the Chief People & Culture Officer. Where significant obstacles have prevented achievement, this will be taken into account as part of the appeal. The Chief People & Culture Officer will discuss the matter with the employee and with the supervisor before making a decision. An employee may request advice and assistance in this process from their employee representative.

34.8 Where an increment is not approved, a review will be scheduled within six months' time.

35. PERFORMANCE OF DUTIES

35.1 The University may direct a professional services employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure salary rates and Work Level Descriptors set out in this Agreement, provided any such directions are not designed to promote deskilling.

35.2 The University may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

35.3 Supervisors have a responsibility to allocate and monitor workloads. Any direction issued by the University pursuant to this clause will be consistent with the responsibilities of all parties under Workplace, Health and Safety legislation and the University's WH&S policies.

36. WORK HEALTH AND SAFETY

36.1 The University acknowledges the need to maintain a safe and healthy workplace and to ensure compliance with the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

36.2 New employees to the University are offered WHS induction training and it is expected that all new employees will complete this training within not more than six months of commencement with the University.

36.3 Where an employee has an additional designated formal WHS role by way of their job duties or committee membership it will be recognised as a formal part of their job responsibilities.

36.4 The appropriate channels for raising WHS issues include the relevant supervisor, the Safe at Work Committee, WHS Committee or the WHS Unit, or a Health and Safety Representative.

37. POSITION DESCRIPTION

37.1 Each continuing and fixed term employee, other than a fixed term employee appointed for a period of one year or less, will, upon commencement be provided with a position description which contains the designation and classification of the position occupied. It is the responsibility of the supervisor in consultation with the employee to review and adjust the position description at least every three (3) years or sooner, if required, to accurately reflect the duties, responsibilities, skills and capabilities of the position. No request to review a position description earlier than three (3) years will be denied. Revisions and/or potential adjustments to position descriptions should be made with the employee, with a view to monitoring workload and ensuring currency.

37.2 The People & Culture Business Partner may be asked by the employee and/or supervisor to review a position description.

37.3 A review of a position description can be initiated by a supervisor, employee or as part of a department or organisation review. Final adjustments to a position description occurs once the supervisor, employee and People & Culture Business Partner have reviewed and agree to the proposed changes.

37.4 A review and adjustment to a position description does not automatically require a position to be reclassified. Classification is reviewed upon creation or following significant change to the position

- and/or in accordance with clause 17.
- 37.5 Where there is disagreement, the position description will be referred to the Chief People & Culture Officer.
- 37.6 The employee and their supervisor will set annual performance goals, for the purpose of setting the annual priorities. As a result of ongoing discussion and review by the employee and their supervisor, these goals may be adjusted during the year to meet changing requirements and in accordance with clause 33.4, Performance Enhancement and Planning.

38. UNSATISFACTORY PERFORMANCE AND MISCONDUCT

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

Part 5 – Working Arrangements

39. RIGHT TO DISCONNECT

- 39.1 The University does not expect or require an employee to respond to communications outside their ordinary hours of work, or whilst they are on approved leave, including Concessional Days.
- 39.2 The University will not make workload demands of employees that are inconsistent with these provisions.

40. PROFESSIONAL WORKLOAD REFERENCE GROUP

- 40.1 The University is committed to the fair and equitable distribution of workload and the need to regularly review and monitor the workloads of employees.
- 40.2 Supervisors and employees will review workload annually, planning for the following 12 months, to determine whether or not it is manageable and consistent with the Position Description (see clause 37.1).
- 40.3 Where concerns arise over an employee's workload, the employee and the supervisor (or equivalent) will attempt to resolve in the first instance. Where concerns are not resolved, the matter will be escalated to the employee's supervisor's supervisor.
- 40.4 When the matter is not resolved in 40.3, the matter may then be referred to the Professional Workload Reference Group (PWRG).
- 40.5 The PWRG will be made up of representatives from both Unions, a member of the WHS University Committee and the Chief People & Culture Officer (or delegate) and Professional Management Representative. The Chair will be the Chief People & Culture Officer (or delegate).

- 40.6 The group will obtain information from the employee, supervisor and Head of Unit. The group will independently review the employee’s workload and make written determination(s) including any remedial action required. The Chair and Head of Unit will discuss and agree to an implementation plan. A review will be undertaken within 3 months to ensure that agreed remedial action has been implemented.

41. HOURS OF WORK

41.1 Weekly Hours

- 41.1.1 The hours of work for full-time professional services employees are 35 hours per week. Unless specified otherwise, the normal work pattern is five days per week, seven hours per day.
- 41.1.2 The hours of work for part-time professional services employees will be less than 35 hours per week. The hours of work and work pattern will be advised in their employment contract or other formal documentation issued by People & Culture.
- 41.1.3 Nothing in this clause will prevent the University and the employee from entering into an IFA or a flexible work arrangement.

41.2 Span of Hours

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

Span of Hours			
The hours of work for full-time professional services employees are 35 hours per week ordinarily performed 5 days per week, 7 hours per day			
Sub-clause	Work area/positions	Days	Times
41.2.1.1	Landscape, all maintenance, construction, trade joinery and other building services and maintenance (including security, cleaning)	Monday - Friday	6.00am to 6.00pm
41.2.1.2	Early Start and Science Space Customer Experience	Monday - Sunday	6.00am to 7.30pm
41.2.1.4	Professional, Administration, IT, Student Services (including Student Life)	Monday - Friday	8.00am to 6.00pm

- 41.2.2 Where 41.2.1.1 – 41.2.1.3 do not clearly apply, the default span for all professional services employees will be 41.2.1.4.
- 41.2.3 Where employees may have their hours of work rostered (e.g., Retail, Children’s Services, IMTS or any other area where the hours of operation extend beyond the span identified in 41.2.1) this will be identified in advertisements and position descriptions. Where a supervisor needs to roster employees beyond the relevant span in 41.2.1 that is not part of an employee’s ordinary hours or employment conditions, the supervisor will in the first

instance call for expressions of interest from all employees at the appropriate level with the requisite skills within the same area prior to rostering any employee(s).

42. ROSTERED EMPLOYEES – WORK ROSTERS

- 42.1 Where a professional services employee is required to work according to a roster, the following provisions will apply:
- 42.1.1 Work rosters will be posted in a readily accessible place and notified at least fourteen (14) days in advance.
 - 42.1.2 All rosters will indicate the start and end times of the ordinary hours of work of the respective shifts for each employee.
 - 42.1.3 Rostered employees must record their time in a University approved timekeeping system.
 - 42.1.4 Changes of shift in rosters will be notified at least 72 hours before they become operative.
 - 42.1.5 Rosters may be changed at any time to enable the function of the University to be carried on, where another employee is absent from duty on account of illness or in an emergency. Where the notice provisions of 42.1.4 are not met, but provided further time worked on that day will be paid for at overtime rates.
 - 42.1.6 Places in shifts or rosters may be interchanged by agreement between the employee and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.
 - 42.1.7 Ordinary hours for shift work may be rostered on a Saturday, Sunday or public holiday and will attract a penalty rate in accordance with clause 43 Shift Penalties or in the case of a public holiday, clause 47 Overtime.

43. SHIFT PENALTIES

- 43.1 An employee who is rostered to work a shift, works fixed hours of work (e.g. shifts or rosters) that are outside or partly outside of normal working hours (e.g., 9 am to 5 pm).
- 43.2 The following shift definitions and associated shift penalty rate will apply to all employees engaged to undertake shift work:

An employee who works any of the following shifts will be paid the below shift loadings in addition to their ordinary rate of pay			
Sub-clause	Shift	Definition	Shift Penalty Rate
43.2.1	Day	Commences at or after 6am and finishes at or before 6.00pm	0%
43.2.2	Evening shift	Finishes after 6pm and at or before midnight	15%
43.2.3	Night shift	Finishes after midnight and at or before 6.00am	17.5%
43.2.4	Saturday shift	Any hours in a shift worked on Saturday	50%
43.2.5	Sunday shift	Any hours in as shifts worked on Sunday	100%

- 43.3 Shift penalty rates are not compounded with additional shift penalty rates or overtime rates.

43.4 Shift penalties may be eliminated where the employee has a pattern of payments which is regular and systematic. Employees will be consulted before any annualised shift penalty payments are introduced.

44. WORKING HOURS - MAINTENANCE AND JOINERY

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

45. MEAL BREAKS

45.1 An employee will not be required to work for more than five (5) consecutive hours without a meal break of a minimum of thirty (30) minutes and a maximum of one (1) hour.

45.2 An employee and their supervisor may agree to the employee taking a meal break greater than one (1) hour, provided that the employee makes up the additional break time in excess of one (1) hour.

45.3 An employee will not be required to work beyond 6:00 pm without an additional meal break of at least thirty minutes which will not count as time worked.

45.4 An employee is entitled to two (2) ten (10) minute paid rest breaks per day.

46. WASHING TIME

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

47. OVERTIME

47.1 Where the University requires a professional services employee (including rostered employees) to work reasonable overtime, an employee will be given at least 48 hours' notice.

47.2 An employee will not be required to work overtime where they can satisfy the University that there is good and sufficient reason why they cannot. Such good and sufficient reasons may include (but are not limited to) safety concerns or the personal, family and carer's commitments of the employee.

47.3 Overtime is work that is performed at the direction of an authorised Supervisor:

47.3.1 outside the employee's span of hours; or

47.3.2 in addition to the number of ordinary or rostered hours the employee would work on a day, (except as provided in clause 29.3).

47.4 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour. The following minimum hours of overtime pay will apply:

Situation	Minimum Engagement
Monday – Friday, and any standard working day of the employee	2 hours
Saturday, Sunday, Public Holidays and any non-standard working day of the employee	4 hours
Saturday, Sunday and Public Holidays where overtime is specifically worked: <ul style="list-style-type: none"> • To perform essential daily tasks for feeding animals, watering, etc or • As a result of work generated by on-call arrangements. 	3 hours
Any non-standard working day that an employee reports for pre-arranged overtime to find no work available.	3 hours

47.5 All overtime worked will be paid at the following multiple of the employee's ordinary rate of pay:

Multiple	Situation
150%	The first two consecutive hours worked, Monday to Saturday .
200%	For all additional consecutive hours worked, where more than two hours overtime is worked, Monday to Saturday . All consecutive hours worked on a Sunday .
250%	All consecutive hours worked on a public holiday .

47.6 An employee who is required to work overtime must have at least 10 consecutive hours off duty between successive work days and will be paid for the hours they would normally work during the 10 hours off duty.

47.6.1 If the employee is requested by the University to resume work prior to the expiration of the 10 hours:

47.6.1.1 the employee will be paid at overtime rates until the employee is released from duty; and

47.6.1.2 will have the balance of that day's working hours paid as non-overtime.

47.6.2 For shift workers, 8 hours is substituted for 10 hours when:

47.6.2.1 overtime is worked for the purpose of changing shift rosters; or

47.6.2.2 where a shift is changed to replace another shift workers unplanned absence.

47.7 Time worked in accordance with the Flexible Time clause in 50.3 does not attract overtime payments.

47.8 Employees at the Level 8-9 salary classification are not entitled to overtime payments, except as a result of on-call arrangements. The University may, in special circumstances such as on-call arrangements, approve overtime payment or time off in lieu for level 8/9 employees.

47.9 An employee may agree to the granting of time off in lieu (TOIL) of an overtime payment.

47.9.1 TOIL will be accrued at the rate of overtime hours that would have been payable, e.g. 4 hours overtime worked at double time is equal to 8 hours of TOIL accumulation.

47.9.2 The maximum number of hours of TOIL that may be accrued will not exceed the number of hours in the employee's ordinary working week.

47.9.3 Time off accrued as TOIL will be taken at a time agreed between the employee and the University.

48. ON CALL ARRANGEMENTS

48.1 The University may require some employees to be on call to perform work outside their ordinary hours for emergency purposes of maintenance of plant, equipment, systems or critical services. Where there is an operational requirement for employees to be on call, this will be determined by a roster. On-call arrangements occur where a continuing or fixed term employee is required to be contactable and on-call to perform such work outside of their ordinary hours of work, either at the workplace or elsewhere.

48.2 Employees who are on call, are required to be contactable and available to deal with matters by telephone or computer, or return to work within a reasonable timeframe, as required.

48.3 On-call will not apply to casual employees.

48.4 On-call rosters will be made available to employees with at least 14 days' notice. Any changes will be notified at least 72 hours prior. Nothing in this subclause limits the ability of an employee to swap rosters with another employee with the agreement of their supervisor, provided the University doesn't incur additional costs because of the interchange.

- 48.5 An employee may decline a request or direction to be available on-call for reasons of:
- 48.5.1 a risk to the employee's work health and safety; or
 - 48.5.2 the employee's personal circumstances, including any family responsibilities.
- 48.6 Where an employee is rostered to be on-call, but cannot be due to illness or other emergency, a supervisor will call for volunteers to replace that employee. Where there are no volunteers, a supervisor may direct another employee to be on-call for that period. If an employee directed to work on-call in accordance with the sub-clause cannot be on-call due to other commitments, the supervisor will direct an alternative. If an employee does volunteer or is directed to work on-call in accordance with this sub-clause, adjustments will be made to future rosters to accommodate this change.
- 48.7 While on-call, an employee will receive an allowance per rostered shift as set out in Schedule C. Where an employee is on call from midnight Saturday to midnight Monday, they will be deemed to have been rostered for two shifts.
- 48.8 An employee will not be paid an on-call allowance if they are not available to work because of illness or other circumstances.
- 48.9 Work performed because of being called whilst on-call will be paid as overtime as prescribed in clause 47, except:
- 48.9.1 Where an employee can resolve the issue remotely, the employee will be paid for a minimum of one hour.
 - 48.9.2 Where an employee is required to return to work they will be paid for a minimum of three (3) hours (including travel time).
- 48.10 The minimum engagement period will apply only once per rostered shift.
- 48.11 If there is any ongoing requirement for an employee to be rostered as being on-call, this will be included in their position description.
- 48.12 Where necessary, the University will provide the employee with an appropriate on-call kit, which may include suitable transport arrangements and suitable means of communication.
- 48.13 Where an on-call allowance is paid for weekend work or work performed outside the relevant span of hours, and such payment does not adequately compensate employees, including for the sensitive nature of the work, employees are encouraged to discuss concerns with their manager. Nothing limits the ability of an employee to seek redress through the Professional Workload Reference Group, which may make a recommendation for, but not limited to, additional payments or rest periods.

49. EMPLOYMENT MOBILITY

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

50. WORKPLACE FLEXIBILITY

50.1 Implementation

- 50.1.1 The University is committed to providing a workplace that is agile, flexible and adaptable to meet the changing environment in which we operate. This includes working with employees to create a flexible place of work.
- 50.1.2 Where an employee makes an agreement with their supervisor to adjust their working arrangements in line with this clause, such arrangements are to be in writing and subject to annual review and adjustment in line with the needs of the University and the personal circumstances of the employee.
- 50.1.3 Requests for alternative work arrangements will be considered based on the nature of the proposal, the impact on the team, service delivery, performance, and the personal needs of the employee. No request for an alternative work arrangement will be unreasonably refused. Any refusal will be communicated by the supervisor with reasons in writing to the employee.
- 50.1.4 For the application of this clause, Flexible Working Arrangements in 50.2 below, applies to an ongoing working arrangement. Flexible Time in 50.3 below, is to ad hoc changes to patterns of work to afford employees flexibility and to enable supervisors and employees to adjust patterns of work to respond to short-term needs. Time Off in Lieu as prescribed in clause 47.9 is to be applied when the relevant work unit has a requirement for an employee to work additional hours, and there is agreement between the supervisor and the employee that the employee may take time off in lieu of payment for overtime.

50.2 Flexible Working Arrangements

50.2.1 Remote working arrangements

- 50.2.1.1 Employees are entitled to remote working arrangements, including working from home, where the needs of the employee, the work unit and the University can be met. In circumstances where a job cannot be performed remotely, this will be specified in the job advertisement and/or position description.

Employees may establish remote working arrangements with the agreement of their supervisor, at any time, including on commencement of employment. The supervisor will consider the request promptly and may only refuse the request where the University is unable to accommodate the request on the following grounds:

- 50.2.1.1.1 that the remote working arrangements would be likely to have a negative impact on service delivery, efficiency, performance or productivity for the work area;
- 50.2.1.1.2 due to health and safety considerations;
- 50.2.1.1.3 that the remote working arrangements would be too costly for the University; or
- 50.2.1.1.4 that it would be impractical to change the working arrangement of other employees or recruit new employees to accommodate the new working arrangements requested.
- 50.2.1.2 Any refusal will be communicated by the supervisor with reasons in writing to the employee.
- 50.2.1.3 Where business needs require an employee to attend site on a particular day, this will not be considered a formal variation to the arrangement. In such instances, an employee and their supervisor may substitute an alternative

‘work from home’ day if required, where applicable.

50.2.2 **Formal flexible work arrangements**

- 50.2.2.1 For flexible work arrangements other than to work remotely, employees may request a change in their work arrangements due to personal circumstances. Any request must be in writing setting out the details of the change sought, including the duration, and the reasons for the change. The University will genuinely consider a request including any associated impacts on the work unit. The University will provide a written response as to whether the request is approved, or not approved within 21 days.
- 50.2.2.2 A supervisor must give full consideration to a flexible work arrangement. Any request that is not approved, will be based on reasonable business grounds as identified in 50.2.1.2 above, and the reasons provided to the employee in writing.
- 50.2.2.3 Flexible working arrangements may include job sharing arrangements, hours of work, working remotely on a permanent basis, career breaks, moving to a compressed work schedule and part year employment.

50.2.3 **Review and alteration of flexible work arrangements**

- 50.2.3.1 Flexible work arrangements will be reviewed after an initial 3 month period to ascertain whether the arrangement is working for both parties.
- 50.2.3.2 If the flexible work arrangement ceases to meet the needs of the employee, the employee and the University may mutually agree to amend the flexible work arrangement. If the employee seeks to terminate a flexible work arrangement, they will provide 28 days’ written notice to the University, unless agreed otherwise with the University.
- 50.2.3.3 Where the University seeks to change an employee’s flexible work arrangement, including termination of the arrangement, such change can only be made on reasonable business grounds provided at clause 50.2.1.2 with 28 days’ written notice to the employee. This notice period may be adjusted with the consent of both parties.

50.3 **Flexible Time**

- 50.3.1 Flexible working hours (Flexible Time) enables an employee to record small variation in the hours worked each day. Where additional hours accrue, this enables the taking of Flex Leave, subject to the following:
 - 50.3.1.1 work is available;
 - 50.3.1.2 flexible time will not accrue if overtime is paid for the excess time worked; and
 - 50.3.1.3 flexible time is accrued on an hour-for-hour basis, not at overtime rates.
- 50.3.2 An employee can accrue the maximum of two (2) days every four (4) weeks. Where there is agreement between an employee and their supervisor that additional hours are required, any hours above two (2) days will be managed as TOIL or Overtime under clause 47.
- 50.3.3 Supervisors must ensure that employees are able to take their Flex Leave. Flex Leave must be taken by agreement between the employee and their supervisor, which will be subject to the consideration of workloads and the commitments of other employees in the team.
- 50.3.4 Nothing in this clause prevents an employee and their Supervisor booking Flex Leave in advance.

- 50.3.5 Where organisational needs or workload prevent an employee from taking Flex Leave, employees will not lose any of their accrued Flex Time. If, after 6 months, Flex Leave has not been taken the employee may request payment of Flex Time at ordinary hours. Flex Time will be paid out only on approval by the Chief People & Culture Officer.
- 50.3.6 If an employee's employment ends, and the Flex Leave has been taken but the time has not been worked, any time owing will be reconciled with the employee, who may decide to have any monies owed deducted from their final payment or reimburse the University separately.
- 50.3.7 If the employee's employment ends, for any reason, before any accrued Flex Leave is taken, the accrued Flex Time will be paid out at the employee's ordinary rate of pay.
- 50.3.8 Flex Leave should not form a continuing pattern of work; formal flexible working arrangements should be utilised where a continuing arrangement is necessary or more appropriate.

51. MEDICAL EXPENSES

- 51.1 Where a professional services employee has engaged in work duties associated with infectious or contagious material or infected animals or working continuously with toxic substances, the employee will be refunded the cost incurred in obtaining medical examinations and reports subject to the prior approval of the University. An employee will be provided with a copy of such reports upon request.
- 51.2 Medical examinations will be provided to employees engaged in the handling, preparation of, or other work involving exposure to radioactive or ionising radiation sources or x-rays.
- 51.3 Where an employee in the course of their work may be exposed to an infectious disease, the University will meet the costs of immunisation.

52. ALLOWANCES

- 52.1 All Allowances are outlined in Schedule C.
- 52.2 **Overtime Meal Allowances**
 - 52.2.1 A professional services employee when required to work overtime will be paid a meal allowance in addition to any overtime payment as follows:
 - 52.2.1.1 when required to continue working beyond two hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00 pm); or
 - 52.2.1.2 when required to work overtime for more than five hours on a Saturday, Sunday or public holiday; or
 - 52.2.1.3 when required to commence duty at or before 6.00 am being at least an hour before the employee's usual starting time.
 - 52.2.2 The University will review this allowance annually in accordance with the sum approved by the Australian Taxation Office and update these allowances on the University's website.
- 52.3 **First Aid Allowance**
 - 52.3.1 A professional services employee appointed as a University first aid officer will be paid an allowance as at Schedule C.
- 52.4 **Travel and Meal Allowances**
 - 52.4.1 Professional services employees will be reimbursed for travel and associated expenses incurred on University business. Reimbursement will be on the basis of reimbursement of actual expenses or payment of allowances. Approval, organisation and reimbursement must

be consistent with the University's policy on travel and entertainment.

52.4.2 Work absences due to travel on University business must be recorded through the travel authorisation process.

52.4.3 The quantum of travel, mileage, and meal allowances payable by the University will be consistent with the allowances approved by the Australian Taxation Office (ATO) as reasonable and will be adjusted consistent with ATO movements during the life of this Agreement.

52.5 Higher Duties Allowance

52.5.1 This clause does not apply to casual employees.

52.5.2 Higher duties are a temporary measure that can be used to cover employees who are on leave or otherwise absent from duties, or while recruitment action is taking place, and provide a career development opportunity for employees in accordance with Clause 31 Career Development. The University will use temporary appointments to perform the duties of higher classified positions as opportunities for employee development. Higher duties allowance is not to be used instead of reclassifying substantive positions where a continuing requirement exists for the higher-level duties, nor to meet regular seasonal or predictable fluctuations in work levels.

52.5.3 The higher duties allowance is not payable to an employee whose position is designated as a "deputy" or equivalent of a more senior employee, whose normal duties as specified by their position description include deputising for a more senior employee, and who is deputising while the senior employee is absent from duty or for periods of leave for up to four weeks.

52.5.4 An employee who is temporarily appointed to, and satisfactorily performs, the duties of a higher classified position (Relieving Position) will be paid a higher duties allowance for the time they perform the duties of the Relieving Position for:

52.5.4.1 at least 5 consecutive working days; or

52.5.4.2 at least 5 separate days within a 2-month period, when the basis of the appointment does not involve consecutive working days but is regular (for example 1 day per week each week).

52.5.5 A higher duties allowance is the difference between the Relieving Employee's salary and the ordinary rate of pay of the Relieving Position.

52.5.6 A pro rata higher duties allowance will be paid if the Relieving Employee performs only a proportion of the duties associated with the Relieving Position. The Unit Manager will determine the proportion of the duties performed after consultation with the Relieving Employee.

52.5.7 Prior to the commencement of the relief period, a Relieving Employee will be advised of:

52.5.7.1 the extent of the duties to be performed;

52.5.7.2 the rate of the higher duties allowance to be paid; and

52.5.7.3 the expected duration of the relief period.

52.5.8 For appointments to higher duties for more than 20 working days, the higher duties allowance will be paid for any leave taken during the relief period, provided that the allowance would have been paid but for the taking of the leave. Such leave will count as service for incremental purposes.

52.5.9 For appointments to higher duties for 20 working days or less, the higher duties allowance will not be paid for any leave taken during the relief period.

52.5.10 A higher duties allowance will be varied during the relief period to take into account any

changes in:

52.5.10.1 salary for the Relieving Position; and

52.5.10.2 the proportion of duties associated with the Relieving Position.

- 52.5.11 Expressions of interest will be used as the basis for filling vacancies of more than 2 weeks' duration where the University has at least 3 weeks' notice of the vacancy.
- 52.5.12 Higher duties should not normally be offered for more than a 6 month period. If the University expects a position to be vacant for longer than 6 months, it will be internally advertised in the first instance and filled through competitive selection.
- 52.5.13 If a Relief Period extends beyond the original time envisaged, the Relieving Employee's Supervisor will discuss any potential extension with the relieving employee. In the event an extension is required, a Relieving Employee may continue in the Relieving Position provided that the total time of the extension must not exceed 6 months, or they may choose not to continue. If the Relieving Employee chooses not to extend, the supervisor will commence the process in 52.5.11 to find a suitable replacement.
- 52.5.14 If a Relieving Employee is permanently appointed to the Relieving Position through a competitive recruitment process, they will be treated as having been the permanent occupant of that position during the entire period of higher duties for the purposes of incremental progression.
- 52.5.15 If a Relieving Employee is permanently appointed to a different position through a competitive recruitment process at the same or higher level as the Relieving Position, then periods of time in the Relieving Position may be aggregated and taken into account for the purpose of incremental progression within that classification level.

52.6 Trades Allowances

- 52.6.1 A range of other allowances are payable to trades employees in specific circumstances and are listed in Schedule C.

52.7 Clothing and Safety Equipment

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

53. ILL HEALTH

- 53.1 The University, through the Chief People & Culture Officer, may require an employee whose capacity to perform the duties of their role is in doubt to undergo a medical examination by a registered medical practitioner approved by the University. The employee may suggest a medical practitioner for consideration.
- 53.2 **Medical Examination**
- 53.2.1 The University will provide the employee with written notice of no less than four (4) weeks (or earlier if agreed by the employee), except in exceptional circumstances where there are immediate health and safety concerns, that a medical examination is required.
- 53.2.2 A copy of the medical report will be made available to the University and the employee.

- 53.2.3 If absent from work and prior to the employee returning, the University will require a medical clearance stating that they are able to perform the inherent duties of their position. Should any restrictions on normal duties be identified the employee will participate in a rehabilitation plan.
- 53.2.4 All costs associated with the medical examination will be paid by the University.
- 53.3 Medical Retirement and Termination of Employment**
- 53.3.1 The employee may during the four week notice period (referred to in sub-clause 53.2.1) apply to their superannuation fund for a disability super benefit. The University will suspend any action under this sub-clause while an application is under active consideration. Where the superannuation fund does not approve a disability super benefit then, as per the process under 53.2.1 above, the requirement for the employee to undergo a medical examination will resume.
- 53.3.2 The University may direct an employee to take paid sick leave, or other leave if sick leave has been exhausted, whilst awaiting the outcome of disability super benefits.
- 53.3.3 Following any period of the receipt of temporary disability benefits where the superannuation fund decides the employee is capable of resuming work, the University may dispute this decision and proceed in accordance with this clause but would not do so without further evidence. This evidence includes a further medical examination, a medical clearance or there is a genuine work, health or safety risk identified.
- 53.3.4 Where the superannuation fund grants permanent disability benefits, termination of employment will take effect from the effective date provided by the superannuation fund.
- 53.3.5 Where the medical report states that the employee is unable to perform their duties, and is unlikely to be able to perform them and/or resume them within 12 months (or in the case of a fixed term employee within 12 months or the balance of their contract whichever is the lesser), the University may terminate the employment of the employee in accordance with the notice period under clause 56 (Notice of termination). Prior to termination of employment, the employee may obtain a further medical report (i.e. a second opinion) which will be taken into consideration when it is provided in full to the University. The cost of the further medical report will be at the employee's expense. If terminating the employee's employment, the University will advise the employee in writing of the basis for the decision.
- 53.3.6 Where an employee refuses to undergo a medical examination, the University may reasonably conclude that the employee is unable to perform their duties and may terminate employment in accordance with required notice period under clause 56 (Notice of termination). A refusal by an employee in these circumstances will not constitute misconduct.
- 53.3.7 Should an employee submit their resignation during this process, it will be accepted immediately thus waiving any notice period required to be given by the employee.

Part 6 – Workplace Change

54. MANAGING CHANGE

- 54.1 The University recognises that the sound management of workplace change requires the involvement of professional services employees who will be affected by that change.
- 54.2 Categories of significant workplace change subject to the processes outlined in clauses 54.11 to 54.23 may include:
- 54.2.1 changes in the composition, operation or size of the workforce or in the skills required;
- 54.2.2 the enhancement, elimination or diminution of job opportunities, promotion opportunities or

- job tenure;
- 54.2.3 the need for retraining or transfer of employees to other work or locations;
- 54.2.4 outsourcing;
- 54.2.5 the alteration of hours of work of a group or unit and changes in work practices; and
- 54.2.6 the restructuring of jobs.
- 54.3 An employee will be entitled to be represented during the workplace change. The workplace change will be discussed within the Joint Consultative Committee in accordance with the provisions of this clause.
- 54.4 The University will allow sufficient time for the consultations and will give genuine consideration to matters raised by those affected.
- 54.5 The consultation process will be collaborative, but consultation does not necessarily mean that agreement will be reached.
- 54.6 The University must ensure that sufficient and relevant information is provided to the affected employees (and their employee representative(s)) to allow them to understand the extent and nature of the change proposal; reasons for making the proposed change; timeframe for change; and, the details of likely employee impacts, including possible redundancies and relocations.
- 54.7 All affected employees and their employee representative(s) will be advised of any changes subsequently recommended; the rationale for such changes; and will have an opportunity to comment on the recommendations.
- 54.8 During the term of this Agreement and subject to any exceptional circumstances that may arise (including substantial changes in government funding or major negative economic disruption), an employee will not be subject to more than one workplace change process where that change process may result in the termination of their employment on the ground of redundancy. This limitation does not apply to any form of voluntary separation, including calls for expressions of interest in voluntary redundancy.
- 54.9 Redundancy will be the last resort.
- 54.10 Any disputes in relation to the application or operation of this clause will be dealt with under clause 11 - Disputes Resolution Procedure.

Preliminary Phase

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

Consultation Stage 1

- 54.12 Where the University develops a firm proposal to introduce change of the kind referred to in clause 54.2 affecting more than one employee, the University will prepare a Draft Change Proposal for consideration by and consultation with affected employees and their employee representative(s). The Draft Change Proposal will be discussed with People & Culture Business Partners and endorsed by Business Transformation, and will include, where relevant:
 - 54.12.1 financial information, if financial imperatives form part of the reasons for the proposed change;
 - 54.12.2 anticipated financial implications of the proposed change;
 - 54.12.3 implications for employees including changes in duties, number of employees, workload and/or work environment, including;

- 54.12.3.1 any increases in workloads; and
 - 54.12.3.2 proposals to mitigate the effect of increases to workloads, including the redistribution of work remaining from a position(s) proposed to be disestablished;
 - 54.12.4 organisational charts outlining the current structure and proposed structure, and where possible, draft position descriptions;
 - 54.12.5 copies of any reports, or parts of reports, whether internal or external that have directly led to the proposed change;
 - 54.12.6 proposals to mitigate negative effects including training, re-training and redeployment;
 - 54.12.7 ways to minimise any disadvantages to work health and safety in the workplace; and
 - 54.12.8 the anticipated timing of the consultation and timing of the proposed implementation of change.
- 54.13 The University will provide the Draft change proposal to affected employees (and their employee representative(s)) for consideration and feedback for a minimum of 4 weeks.

Consultation Stage 2

- 54.14 The University will give prompt and genuine consideration to matters raised by employees and their employee representative(s) and will prepare a Revised Change Proposal, which will include:
- 54.14.1 a summary of any amendments to the Draft Change Proposal;
 - 54.14.2 if relevant to the change being proposed, or if altered from the Draft Change Proposal (marked up), an updated organisational chart;
 - 54.14.3 if relevant to the change being proposed, or if altered from the Draft Change Proposal, draft position descriptions;
 - 54.14.4 consolidated feedback on the Draft Change Proposal;
 - 54.14.5 the University's response to the consolidated feedback;
 - 54.14.6 if relevant, indicative mapping of positions to the new structure and demonstrated measures to mitigate job losses; and
 - 54.14.7 a draft implementation plan.
- 54.15 Where any work remaining from position(s) proposed to be disestablished cannot be accommodated within the available workload(s) of remaining ongoing and fixed term employees, the position(s) will not be disestablished.
- 54.16 The University will provide the Revised Change Proposal to affected employees (and their employee representative(s)) for consideration and feedback for a minimum of 2 weeks.
- 54.17 The draft implementation plan will include, where relevant:
- 54.17.1 the way in which the proposed change will be implemented;
 - 54.17.2 the anticipated timing of implementation; and
 - 54.17.3 a mechanism for evaluating the change with affected employees to allow affected employees to have input into the evaluation of the proposed change.
- 54.18 The University will consult with affected employees and their employee representative(s) on the Revised Change Proposal and consider their feedback before making a final decision in relation to the proposed change and its implementation. The University encourages employees to engage in the consultation process, and to that end, will also allow for employees to provide their feedback anonymously.

Implementation

- 54.19 A Final Change Plan will then be issued setting out the University's decision, implementation plan, timetables and review dates (as provided by clause 54.23)
- 54.20 Where changes are likely to lead to positions deemed excess to requirements the University will ensure that reasonable measures are taken including:
- 54.20.1 all appropriate redeployment opportunities have been considered;
 - 54.20.2 affected employees at the same level in similar categories of employment have been asked to consider voluntary redundancy to create redeployment opportunities;
 - 54.20.3 all positions currently vacant or likely to become vacant in the near future (e.g. through retirement) have been considered as alternatives for redeployment.
- 54.21 Where the change involves a restructure or implementation of a new structure, positions that have not substantively changed will continue to be filled by the incumbent in accordance with their continuing or fixed term contract of employment. Where new positions have been created any continuing employee at the same classification level or one below are displaced or likely to be displaced in the restructure may lodge an expression of interest in those positions in the first instance. Should any expression of interest be unsuccessful, the University may proceed to fill those positions in accordance with its normal recruitment procedures.
- 54.22 Only after the above factors have been considered and any relevant procedures have been followed will the University formally declare an employee's position excess to requirements in accordance with clause 55 – Voluntary Redundancy, Redeployment and Retrenchment of this Agreement.

Review

- 54.23 The University, in consultation with affected employees, will conduct a review of the change implemented against its rationales and expected outcomes within 6 to 12 months of the Final Change Plan's release, and will share this review with employees, their representatives and the JCC.

Changes affecting individual employees

- 54.24 For each proposed change of the kind referred to in clause 54.2 affecting only one employee, the University will consult the employee concerned (and their employee representative(s)) and provide them with an opportunity to provide feedback on the proposed change and implementation arrangements before any final decision is made. The processes in clauses 54.2 to 54.23 are not required to be applied. Matters affecting an individual employee which are not resolved may be dealt with under clause 11 - Disputes Resolution Procedure.

Changes to roster or hours of work

- 54.25 Where the University proposes to introduce a change to an individual employee's regular roster or ordinary hours of work, the University will consult with the employee concerned (and their employee representatives) about the proposed change, in accordance with clause 54.24. The processes outlined in clauses 49.2 to 49.23 are not required to be applied.
- 54.26 The consultation process will include:
- 54.26.1 the provision of information about the proposed change to the employee;
 - 54.26.2 opportunities for employees and their representatives to give their feedback and views about the impact of the proposed change (including any impact in relation to the employee's personal or caring responsibilities); and
 - 54.26.3 consideration by the University of any feedback and views about the impact of the proposed change that are given by the employee/s concerned and/or their representatives.

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

55. VOLUNTARY REDUNDANCY, REDEPLOYMENT, RETRENCHMENT AND SEVERANCE PAY

- 55.1 The provisions of this clause will operate consistent with the provisions of clause 54 – Managing Change.
- 55.2 The University is committed to redeployment where a position is no longer required by the University and the position is occupied by an employee in continuing employment, the University will:
- 55.2.1 explore reasonable redeployment opportunities to transfer the employee substantively appointed to the position that is no longer required to another position at the same Level with similar duties prior to declaring the employee excess to University requirements; or
 - 55.2.2 consider expressions of interest for voluntary redundancy at any time (such expressions will be confidential and the employee will not be discriminated against because they have made such an expression); or
 - 55.2.3 make offers of voluntary redundancy as necessary.
- 55.3 The University may reject an expression of interest for voluntary redundancy from an employee if it considers that the employee is necessary for its ongoing operations.
- 55.4 Where the employee is notified in writing that their position is excess to the University’s requirements the University will make the employee an offer of voluntary redundancy. The employee will have two weeks to consider (the **consideration period**) and submit in writing their election to either:
- 55.4.1 pursue redeployment; or
 - 55.4.2 accept voluntary redundancy.
- 55.5 If no response is received the employee will be deemed to have decided to elect redeployment.
- 55.6 **Redeployment**
- 55.6.1 Where the employee elects redeployment, an active redeployment process will be undertaken by the University for 26 weeks commencing immediately after the consideration period with a view to redeploy the employee to a suitable position commensurate with their classification, level, skills, and experience (the **redemption period**).
 - 55.6.2 The employee will continue to receive their usual salary during the redeployment period.
 - 55.6.3 Where the employee and the University agree to a trial placement, the redeployment period will be suspended for the duration of the trial. Only one suspension for the purposes of a trial placement will be permitted.
 - 55.6.4 Where the employee refuses any reasonable offer of redeployment to a position at the same classification and level, with similar duties the redeployment period will be cancelled and the employee will be made forcibly redundant. The employee will be entitled to the redundancy payment set out in sub-clause 50.9.
 - 55.6.5 During the redeployment period, the employee may:
 - 55.6.5.1 continue to work in their own work unit; and/or
 - 55.6.5.2 work temporarily in another work unit; and/or
 - 55.6.5.3 undertake training.

This process will be coordinated by People & Culture in consultation with the relevant unit manager(s).

- 55.6.6 Where the employee elects to be redeployed to a position at a lower salary level than their current level, they will receive salary maintenance at their current salary rate for a period of 52 weeks. The employee will then be paid at the highest step of the level to which the position they have been redeployed is classified.
- 55.6.7 The employee will be eligible for appropriate outplacement support and a reasonable amount of time to attend job interviews or other job search activities without loss of pay.
- 55.6.8 If at the end of the redeployment period a suitable position has not been found, the employee will be made forcibly redundant. The employee will be entitled to the redundancy payment set out in sub-clause 55.8.

55.7 **Voluntary redundancy**

- 55.7.1 Where the employee elects voluntary redundancy, they will be entitled to the following payment:
 - 55.7.1.1 a lump sum payment in lieu of redeployment (26 weeks' pay);
 - 55.7.1.2 payment in lieu of notice (8 weeks' pay);
 - 55.7.1.3 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 36 weeks);
 - 55.7.1.4 payment in lieu of accrued annual leave and long service leave that would have been paid during the 26 week redeployment period had it been worked;
 - 55.7.1.5 payment in lieu of employer superannuation contributions that would have been paid during the 26 week redeployment period had it been worked;
 - 55.7.1.6 payment in lieu of annual leave and long service leave that would have accrued had the 8 week notice period been worked.

55.8 **Redundancy during redeployment period**

- 55.8.1 Where the employee elects voluntary redundancy *after* the consideration period referenced in clause 55.4, they will be entitled to the following payment:
 - 55.8.1.1 a lump sum payment in lieu of redeployment for the balance of the redeployment period not completed (up to 26 weeks' pay);
 - 55.8.1.2 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service to a maximum of 36 weeks);
 - 55.8.1.3 payment in lieu of accrued annual leave and long service leave that would have been paid for the balance of the 26 week redeployment period had it been worked.

55.9 **Forced redundancy following redeployment period**

- 55.9.1 Where the employee is made forcibly redundant, they will be entitled to the following payment:
 - 55.9.1.1 severance payment (4 weeks' pay for the first completed year of service and 2 weeks' pay for each additional completed year of continuous service up to a maximum of 36 weeks);
 - 55.9.1.2 payment in lieu of accrued annual leave and long service leave.

55.10 **Reemployment and reengagement with the University**

- 55.10.1 If the employee accepts a voluntary redundancy, or receives a severance payment at the end of a fixed-term contract, or receives a forced redundancy payment, the employee cannot be reemployed or reengaged in any capacity by the University within the period covered by their severance and or notice payment without first repaying the equivalent portion of the severance

and notice payment. This requirement applies to employment or engagement in any capacity as employees, contractors, consultants or employees or principals of companies engaged in contracting to the University.

55.11 Severance Pay – Fixed Term

55.11.1 Where the employee is appointed on a fixed term basis and is not offered further employment at the end of their appointment they will be entitled to a severance payment in accordance with Table 55.11.2 if:

- 55.11.1.1 the employee is employed on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or
- 55.11.1.2 the duties performed continue to be required but another person has been appointed, or is to be appointed, to do the same or substantially similar duties.

55.11.2 Severance Pay – Fixed Term

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

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

- 55.11.3.1 temporary replacement for another employee; or
- 55.11.3.2 pre-retirement appointment; or
- 55.11.3.3 post-retirement appointment.

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

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

55.12 **Weeks' pay**

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

56. NOTICE OF TERMINATION

56.1 Notice Periods for Fixed Term Contracts

56.1.1 The University will provide a fixed term professional services employee, other than an employee engaged as a replacement employee or on a pre-retirement contract, written notice of the University's intention to renew, or not to renew, employment upon the expiry of the contract. Such notice will be prior to the specified end date of the contract and in accordance with the table in sub-clause 56.2.1 below.

56.1.2 Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by sub-clause 56.2 below, it will be sufficient compliance with this sub-clause if the University:

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

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

56.2 Notice of termination by the University

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

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

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

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

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

56.2.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justified instant dismissal, serious or wilful neglect of duty or misconduct and in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

56.3 Notice of termination by the employee

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

based on the age of the employee concerned.

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

Part 8 - Leave

57. LEAVE PREAMBLE

- 57.1 All leave (including Flexible Time) is to be requested and approved via the University approved timekeeping system prior to taking such leave (or in the case of sick or personal leave, family and domestic violence leave and/or compassionate leave, upon return to work). Where this is not possible, alternative arrangements will be specified by the University.
- 57.2 Except where otherwise specified, the leave provisions of this Agreement do not apply to casual employees engaged by the University.
- 57.3 An employee engaged on a part-time or part-year basis is entitled to a pro-rated amount of the full-time leave available under the relevant leave provisions, except for domestic violence leave, which is not subject to pro-rata limits (see clause 66.5).
- 57.4 On termination of employment any annual leave, vested long service leave and purchased leave will be reconciled, and the final payment, or the recovery of any overpayment, will be calculated on the ordinary rate of pay.

58. ANNUAL LEAVE

- 58.1 Professional services employees, are entitled to 20 (25 for “7-day continuous shift workers”) working days per annum of annual leave in addition to any public holiday occurring during such period of annual leave. Annual leave will accrue progressively from the date of commencement of employment. For the purpose of the National Employment Standards, a 7-day continuous shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.
- 58.2 Fixed term employees may be required to take all accumulated annual leave during the fixed period of the contract provided that any such requirement will be stated in the offer of appointment and the employee and their supervisor will be reminded of any such requirement at least two months prior to the end of the fixed term contract. In such circumstances an employee will be given the opportunity to take their accrued annual leave.
- 58.3 The balance of any annual leave will be payable to an employee on termination of employment with the University, for whatever reason. The monetary value of all annual leave for which the employee was eligible at the time of death will be paid to the employee’s legal personal representative, unless paid by the University to the employee’s widow or widower or to the guardian of the infant children of the employee.
- 58.4 The leave will normally be taken at a time of the employee’s choosing. However, annual leave may not be approved where it adversely affects operational requirements. When this occurs, the reasons must be provided to the employee and where requested alternative dates agreed. Any request for leave will not be unreasonably refused and can be referred to the Chief People & Culture Officer for review whose decision will be final.
- 58.5 Employees must take at least 15 days of annual leave in each leave year. Where an employee does not meet this requirement in any leave year, the University may direct the employee to take the required amount of leave; as far as practicable the wishes of the employee concerned will be taken into consideration when determining the time of taking such leave. It is recognised that employees may make plans to take an extended annual leave absence. Accordingly, where an employee makes a compelling case for a deferral of the requirement to take 15 days annual leave, the Vice-Chancellor or nominee may approve a deferral, subject to a requirement that 30 days be taken within two years.
- 58.6 An employee may accumulate annual leave up to a maximum of 35 days, subject to the other provisions of this clause. The University may direct an employee to take annual leave accrued in

excess of this amount. Provided that before such annual leave is directed to be taken the employee will be advised in writing that annual leave is at or in excess of the maximum of 35 days and given the opportunity to take the annual leave by submission of a leave application within two months of being advised. Should a leave application not be submitted within two months of being advised the employee will be directed in writing to take annual leave on the dates specified.

- 58.7 In exceptional circumstances, the Chief Operating Officer may approve a higher balance of annual leave for a period of time that is in excess of the maximum outlined in sub-clause 58.6.
- 58.8 If an employee has been absent from duty on leave without pay for more than five working days in all, in any year (being a period of 12 months commencing on the anniversary of the date which the employee commenced the current period of employment with the University) the period of absence from duty on leave without pay will not be counted as service for the purpose of determining eligibility for annual leave in that year.
- 58.9 Where an employee is granted and takes long service leave or parental leave on half pay, the period of such long service leave will be taken into account to the extent of one half thereof only in determining the accrual of annual leave.
- 58.10 Where an employee who has a balance of sufficient sick leave, produces a satisfactory medical certificate that the employee has been unfit for work whilst on annual leave, the University will re-credit the employee with an equivalent period of annual leave.
- 58.11 An employee may once per calendar year make written application to the Chief People & Culture Officer to cash out annual leave provided the employee maintains a minimum balance of 20 days. A minimum of five days at any one time may be cashed out. On payment of the cash equivalent of the leave the employee's annual leave balance will be debited accordingly. Notwithstanding the provisions of this sub-clause, an employee is still required to take a minimum of 15 days annual leave each year as provided for in sub-clause 58.5.

59. PURCHASED LEAVE

- 59.1 A continuing or fixed term employee may make written application to their supervisor to enter into an agreement with the University to purchase additional leave in increments the equivalent of one (1) week to a maximum of four (4) weeks per application in a twelve (12) month period or an agreed period of less than twelve months, where one (1) week is equivalent to the employee's normal weekly hours and on a pro-rata basis for part-time employees, in accordance with the Purchased Leave Policy.
- 59.2 To be eligible to purchase leave an employee must have:
- 59.2.1 Completed six (6) months of employment with the University, unless otherwise approved by the Chief People & Culture Officer;
 - 59.2.2 More than 18 months of employment remaining, if a fixed term appointment; and
 - 59.2.3 An existing purchased leave balance of nil.
- 59.3 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee's ordinary salary will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the following twelve (12) month period or averaged over the agreed period.
- 59.4 Leave will be purchased through fortnightly deductions, or as otherwise agreed with the Chief People & Culture Officer.
- 59.5 When the purchased leave agreement ceases at any time during employment, or at the end of employment, a reconciliation will be conducted in accordance with clause 57.4 to ensure that leave taken aligns with the value of the deductions.
- 59.6 Approval for taking purchased leave is consistent with normal leave taking and must be at a time agreed

between an employee and their supervisor.

59.7 An employee cannot be directed to take purchased leave.

60. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

60.1 Employees (other than casual employees) are not normally required to work and will be allowed to observe the following days (or days proclaimed in substitution for those days) as holidays, without loss of pay:

60.1.1 New Year's Day (1 January);

60.1.2 26 January or in accordance with 60.4;

60.1.3 Good Friday;

60.1.4 Easter Monday;

60.1.5 Anzac Day (25 April);

60.1.6 Monarch's Birthday;

60.1.7 Labour Day;

60.1.8 Christmas Day (25 December);

60.1.9 Boxing Day (26 December); and

60.1.10 Any other proclaimed holidays for the State of NSW.

60.2 'Concessional days' are all other working days between Christmas Day (25 December) and New Year's Day (1 January). (Concessional days are in lieu of previously existing University holidays, Bank Holiday, Picnic Days and the concessional half day before Easter).

60.3 If there are exceptional circumstances and the employee is required to work on one of the days at clause 60.1:

60.3.1 Work will only occur by mutual agreement with the employee and their supervisor; and

60.3.2 The employee may choose to be paid at a rate of 1.5 times in addition to their ordinary rate of pay or take an alternative day as paid leave in lieu of the holiday worked.

60.4 In recognition of the devastating impact of colonisation and the University's commitment to truth-telling, healing and education, employees may choose not to observe the public holiday on 26 January (or other day proclaimed by the Government in substitution) and substitute another working day, within the same calendar year, to be absent without loss of pay. If chosen:

60.4.1 The employee may work on the 26 January public holiday as ordinary hours; and

60.4.2 Nominate another working day, within that calendar year, to substitute for the 26 January public holiday, which will be approved; and

60.4.3 Be absent from duties, with ordinary pay, on their chosen day.

61. PERSONAL LEAVE

61.1 The University provides a variety of flexible work arrangements for employees to attend to their personal needs. Employees should seek to utilise these flexible work arrangements to attend to their personal needs wherever possible.

61.2 **Definitions**

61.2.1 Employees may apply for paid leave as defined in this clause for the purpose of:

61.2.1.1 **sick leave** for personal injury or illness;

61.2.1.2 **carer's leave** to provide care or support for an individual as defined in 61.8.8 below;

- 61.2.1.3 **cultural leave** for the purpose of attending religious or ceremonial obligations, subject to the provision of reasonable evidence as to the nature of the cultural obligation the employee is required to attend;
 - 61.2.1.4 **other contingencies** to manage matters arising from climate change and/or other natural disasters such as but not limited to bushfires, floods or pandemics, where the employee's residence or members of their household are at significant risk; or to access fertility treatment;
 - 61.2.1.5 **menstrual and menopause leave** as defined in 61.9; or
 - 61.2.1.6 on **other appropriate grounds**, including gender affirming care, or as determined by the Chief People & Culture Officer.
- 61.3 For the avoidance of doubt, 61.2.1.3 cultural leave, is a separate entitlement to clause 67 Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander employees. Aboriginal and Torres Strait Islander employees will be able to access both entitlements.
- 61.4 Personal leave may be taken for part day of a single day.
- 61.5 **Entitlement**
- 61.5.1 A fixed-term or continuing employee will be granted (on a pro-rata basis for part-time employees):
 - 61.5.1.1 30 days paid personal leave on commencement of employment; and
 - 61.5.1.2 25 days paid personal leave on each anniversary of employment.
 - 61.5.2 The entitlements in 61.5 are inclusive of the entitlement to 10 days of personal leave per year under the National Employment Standards under the *Fair Work Act 2009* (Cth).
 - 61.5.3 If an employee has exhausted their personal leave and other paid leave entitlements, the Vice-Chancellor, or their Delegate, may upon application approve additional personal leave.
- 61.6 **Accrual**
- 61.6.1 Any untaken personal leave granted in 61.5 above, up to a maximum of 15 days each year, will accrue from year to year.
- 61.7 **Notification**
- 61.7.1 Where practicable, the employee will notify their supervisor prior to their absence of the:
 - 61.7.1.1 intention to take leave;
 - 61.7.1.2 the purpose and reasons for taking such leave; and
 - 61.7.1.3 the estimated length of absence.
 - 61.7.2 Where it is not practicable for the employee to give prior notice of absence, the employee must notify their supervisor at the first practicable opportunity, normally on the day the absence begins.
- 61.8 **Evidence**
- 61.8.1 Relevant documentation must be provided and uploaded to the University approved timekeeping system for any personal leave absence of more than 3 consecutive working days, except menstrual and menopause leave as identified in 61.2.1.5 and 61.9.
 - 61.8.2 In cases where an employee has a pattern or frequency of absence, a Band 3 delegate may require an employee to provide evidence of the required personal leave in the form of:
 - 61.8.2.1 a medical certificate or statutory declaration; or
 - 61.8.2.2 advice or documentation from a relevant civil authority; or

- 61.8.2.3 evidence as otherwise required by the University.
- 61.8.3 Where an employee has a personal leave pattern of frequency or duration that is of concern it will be referred to the Chief People & Culture Officer for consideration. Following consideration, the Chief People & Culture Officer may:
 - 61.8.3.1 require the employee to produce a certificate from a medical practitioner for any future personal leave absence stating, where appropriate and subject to privacy considerations, the nature of the illness or incapacity preventing the employee from attending for duty on each and every day for which the employee requests personal leave; and/or
 - 61.8.3.2 require an independent medical examination for assessment of the employee's fitness for work.
- 61.8.4 Where an employee is required to produce a medical certificate under sub-clause 61.8.3.1 the requirement will be reviewed after six months.
- 61.8.5 Where an employee receives a workers' compensation weekly benefit and the benefit is less than their ordinary weekly time earnings, the employee may make an application to utilise their accumulated paid personal leave to top up their weekly compensation benefit to the rate of their ordinary weekly time earnings. A failure to comply with the University's injury management program by the employee may result in the withdrawal of the use of personal leave entitlements for this purpose.
- 61.8.6 Unless there are demonstrable mitigating circumstances why the employee did not comply with the requirements of this sub-clause, paid personal leave will not be granted.
- 61.8.7 Requests for personal leave that are not approved due to non-compliance with the clause, will not affect the employee utilising other forms of leave as appropriate, including leave without pay. Approval of paid personal leave will not affect an employee from applying for other forms of leave in conjunction with personal leave.
- 61.8.8 Paid personal leave requested for the purpose of carer's leave, will only be approved in relation to the employee's:
 - 61.8.8.1 immediate family members, defined as including biological, adoptive, fostering and step relationships including parent, grandparent, sibling, child, grandchild, partner (married, de-facto, same sex, opposite sex, current or former) and their parent, grandparent, sibling, child, grandchild;
 - 61.8.8.2 household members;
 - 61.8.8.3 Aboriginal Kinship; defined as a blood relationship, family ties, or common ancestry.

61.9 **Menstrual and menopause leave**

- 61.9.1 Employees are entitled to an additional 7 days leave per calendar year (pro-rata, non-cumulative), in addition to their personal leave entitlement as outlined in 61.5, to manage symptoms associated with menstruation and menopause, without the requirement to provide a medical certificate for absences under this sub-clause up to a maximum of 10 days per calendar year.
- 61.9.2 Where practical, employees are encouraged to explore working arrangements that suit their needs in accordance with clause 50 of this Agreement.

62. COMPASSIONATE LEAVE

- 62.1 An employee is entitled to compassionate leave if a member of their immediate family or household:
 - 62.1.1 dies, or contracts or develops a life-threatening illness or injury;
 - 62.1.2 a baby in their immediate family or household is stillborn; or
 - 62.1.3 an employee's spouse or partner, has a miscarriage.
- 62.2 An employee's immediate family is defined in 61.8.8.1 above.
- 62.3 Up to three days paid leave will be provided to all employees (other than casuals, for whom the leave will be unpaid) on each occasion that leave is required.
- 62.4 An employee should notify their supervisor as soon as they can when compassionate leave is required and notify them of how much leave they are taking or expect to take.
- 62.5 An employee may be required to provide evidence of the required compassionate leave (for example a death or medical certificate or statutory declaration).
- 62.6 Compassionate leave does not accumulate and is not part of the employee's personal leave, including sick leave, entitlement.
- 62.7 If the employee is already on another type of leave, such as annual leave, and needs to take compassionate leave, they can use compassionate leave instead.

63. GENDER AFFIRMATION LEAVE

- 63.1 A continuing or fixed-term employee who is undergoing gender affirming care and/or processes is entitled to the following paid leave entitlements:
 - 63.1.1 60 days paid gender affirmation leave is available after 12 months of continuous employment for any purpose related to gender affirmation. To access this 60 day paid leave entitlement, the employee will be required to provide such evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by this clause. Such evidence may be a medical certificate from a treating practitioner or a letter from a legal practitioner.
 - 63.1.2 30 days paid gender affirmation leave is available after 12 months of continuous employment for the purpose of undergoing a surgical procedure relating to gender affirmation. To access this 30 day paid leave entitlement the employee will be required to provide evidence that would satisfy a reasonable person that a surgical procedure is being undertaken as part of gender affirming care. This evidence does not need to identify the actual nature of the surgery itself.
 - 63.1.3 The days of paid leave entitlement outlined in clauses 63.1.1 and 63.1.2 can be accessed in any order.
- 63.2 Subject to the evidentiary requirements of accessing this gender affirmation leave in this clause, the University recognises that there is no requirement for an employee to inform Management or anyone else in the workplace of their intention to affirm their gender.
- 63.3 This leave is provided in addition to any other leave that may be available to the employee, including Personal Leave.
- 63.4 Gender Affirmation Leave does not accrue, and unused leave is not paid out on termination. The leave described above is available to the employee to utilise as needed while they remain an employee of the University.
- 63.5 An employee is entitled to take up to 12 months of unpaid leave after 12 months service with the University. The employee should give at least 8 weeks' notice to the University of their intention to take extended unpaid leave and make this application consistent with the requirements in clause 72.
- 63.6 If the employee has less than 12 months of service with the University, they may still make an application for

unpaid leave where required.

64. LONG SERVICE LEAVE

- 64.1 Professional services employees (other than casual employees) will be eligible for long service leave (LSL) based on service with the University (whether continuous or broken), as follows:
- 64.1.1 After 10 years' service to 65 working days leave on full pay or 130 working days on half pay.
 - 64.1.2 For service between 10 and 15 years leave will accrue proportionately of the basis of 6.5 working days per year.
 - 64.1.3 For service in excess of 15 years with additional leave pro rata at a rate of 11 working days per year of service.
 - 64.1.4 Where an employee has completed at least five years continuous service but less than 10 years continuous service, and the employee's fixed term contract comes to an end due to the effluxion of time or the employee's services are terminated by the University for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee will be entitled to a proportionate amount of LSL on the basis of 65 working days for 15 years' service.
- 64.2 If an employee has an entitlement to LSL under sub-clause 64.1 above, but prior to entering upon such leave has their employment terminated by dismissal or by notice duly given by either party, the employee will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- 64.3 In the event of the death of any employee, the monetary value of all LSL for which the employee was eligible at the time of death will be paid to the employee's estate or as required by law.
- 64.4 For the purpose of calculating service in respect of sub-clause 64.1:
- 64.4.1 Any periods of leave without pay, except parental leave, will not count as service when determining whether an employee has completed 10 years' service nor count as service for the accrual of LSL entitlements.
 - 64.4.2 Any period of leave without pay not exceeding six months will count for LSL purposes where an employee has completed 10 or more years' service but where such period of leave without pay exceeds six months, the whole period of leave without pay will not count as service.
- 64.5 Where an employee is granted leave for service in the Australian Defence Forces, such service will be counted as ordinary service in computing LSL.
- 64.6 Eligibility for LSL will be determined taking into account prior continuous paid service with Australian universities which grant transferability of service with Australian universities for long service leave to employees provided that:
- 64.6.1 If an employee has availed themselves of LSL or is eligible to be paid or has been paid in lieu of LSL by the releasing University, the employee will not accrue any entitlement to leave for the period of service with the releasing University for which leave has been paid or for which there is eligibility for the payment but subject to these conditions such a period will be included as qualifying service for determining when the employee is eligible to take LSL.
 - 64.6.2 There is not more than two months between the cessation of employment with a releasing University and the commencement of employment with a receiving University, in which case continuity of service will be deemed not to have been broken for the purposes of LSL. However, the period between the two contracts of employment will not be taken into account in determining length of service for LSL.
 - 64.6.3 The employee will be required to serve at least three years with the University under this Agreement before being permitted to take accrued LSL or be paid in lieu on termination of

employment, except that in eligible cases, payment in lieu of such leave will be made when an employee dies or receives an invalid or breakdown pension under the provisions of a relevant superannuation scheme.

- 64.7 LSL accrues pro rata for part time employees, including those employed in seasonal/part year or annualised employment, and is taken on an equivalent basis. Employees who have had a combination of full time and part time employment will have their accrual calculated at the equivalent rate for each different period of full time and part time employment (whether continuous or broken).
- 64.8 Casual employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) in respect of service performed on or after 1 January 2010.
- 64.9 Public holidays and University concessional days do not count as days taken during periods of LSL.
- 64.10 LSL may be taken at either full pay or half pay, at the election of the employee. A minimum of 10 continuous working days must be taken if LSL is to be taken at half pay.
- 64.11 An employee who has qualified for LSL will be entitled to take LSL at a time of their choosing, provided that:
- 64.11.1 at least six (6) months written notice is given, where the proposed leave is to be greater than four (4) weeks, or, in the absence of such notice, the relevant delegate approves or if that leave is in accordance with the *Long Service Leave Act 1955* (NSW); and
 - 64.11.2 the minimum period of LSL that can normally be taken at any one time is one (1) working day. Should a public holiday fall during a period of long service leave, the public holiday will count towards the minimum period; or
 - 64.11.3 where an employee and their supervisor agree, an employee can request to take a minimum of one (1) working day or take their leave in a pattern or single days, on the giving of one (1) month's written notice. For example, an employee and their supervisor can make an agreement to enable the employee to take one (1) day of LSL per week over an agreed period.
- 64.12 Where an employee has a pattern of taking long service leave that impacts on their performance objectives, an application may be refused. Reasons will be provided in writing.
- 64.13 Where an employee has accumulated an LSL entitlement in excess of 100 working days, the Vice-Chancellor or nominee may give the employee written notice to take up to 65 working days of such leave, at a time convenient to the institution. Provided that:
- 64.13.1 Such leave will be taken at a time agreed between the employee, and the relevant delegate in view of the requirements of the University;
 - 64.13.2 If an agreement is not reached the Vice-Chancellor or nominee will give the employee written notice of at least twelve months of the date on which leave must commence;
 - 64.13.3 The employee will not be directed to take LSL within 24 months of the intended date of retirement of the employee
 - 64.13.4 The minimum period of leave the University can require an employee to take will be 30 working days or as otherwise agreed;
 - 64.13.5 In any case where an employee has taken leave pursuant to this sub-clause the Vice-Chancellor or nominee will not require the employee to take a further period LSL for a period of two years after the end of that period of leave, except where the LSL balance is greater than 100 days.
- 64.14 It is recognised that employees may have firm plans to take such accrued leave at a particular future point in time. Accordingly, where an employee makes a compelling case for a deferral of the requirements of this clause, the Vice-Chancellor or nominee may approve the deferral.
- 64.15 An employee who has qualified for LSL may, once per calendar year, make written application to the Chief People & Culture Officer to cash out part of their long service leave balance subject to maintaining a

minimum balance of 45 working days. A minimum of 10 days at any one time may be cashed out. On payment of the cash equivalent of the leave the employee's long service leave balance will be debited accordingly.

65. PARENTAL LEAVE

- 65.1 All employees, including casuals, who have completed at least 40 weeks of continuous paid service are entitled to up to 12 months of unpaid parental leave if the leave is associated with:
- 65.1.1 the birth of a child of the employee or the employee's spouse or de facto partner; or
 - 65.1.2 the placement of a child with the employee by adoption;
- and the employee has or will have primary responsibility for the care of the child.
- 65.2 Employees who have not completed 40 weeks of continuous paid service may make an application for leave without pay which will be considered on a case by case basis.
- 65.3 For purposes of this clause, the date of birth also means the date of placement of an adopted child(ren) in the care of the employee.
- 65.4 Employees will submit an application for parental leave no less than eight weeks prior to the expected date of birth, or the requested parental leave commencement date whichever date is earlier or if that is not practicable, as soon as practicable.
- 65.5 The application will specify the start and end dates of the parental leave and the expected date of birth and will be accompanied by the relevant documents including:
- 65.5.1 a medical certificate nominating the expected date of birth; and/or
 - 65.5.2 evidence of the expected date of placement; and/or
 - 65.5.3 a statutory declaration declaring a parental relationship to the child (if the employee is not the birth parent) and responsibility of care for the child.
- 65.6 The University will confirm parental leave arrangements in writing prior to the commencement of leave.
- 65.7 A period of parental leave may include the following components of paid leave within 12 months from the date of the birth of the child(ren):
- 65.7.1 Primary carers leave
 - 65.7.2 Adoption leave
 - 65.7.3 Primary carers return to work grant.
- 65.8 Employees may apply to take accrued annual and/or long service leave that would otherwise be available, which must be taken within the 12-month period of parental leave.
- 65.9 All leave entitlements will accrue during paid components of parental leave. Where paid components of parental leave are taken at half pay, leave entitlements will accrue on a proportionate basis.
- 65.10 Unpaid parental leave will count as service for the purpose of long service leave but will not count towards the calculation of any leave accruals or entitlements.
- 65.11 Periods of paid parental leave will count as service for the purpose of incremental progression.
- 65.12 Where a public holiday or Concessional Day falls during a period of parental leave, the period of leave will not be extended to compensate for such days.
- 65.13 An employee may take up to 2 days paid leave to attend compulsory interviews as part of an adoption, surrogacy, or foster care arrangement.
- 65.14 **Primary Carer Leave**
- 65.14.1 Continuing and fixed-term employees who satisfy the professional services requirements of

parental leave and will be the primary carer of a child(ren) will be entitled to up to 14 weeks of paid primary carer leave at ordinary pay or 28 weeks of paid primary carer leave at half-pay.

- 65.14.2 Continuing and fixed-term employees entitled to primary carer leave will also be entitled to up to 12 weeks return to work grant which may be taken as paid leave at ordinary pay or as a salary supplement as set out in clause 65.21.
- 65.14.3 Carers other than the birth parent taking primary carer leave must provide statutory declarations confirming the period they will be the primary carer of the child(ren) for the period of paid primary carer leave.
- 65.14.4 Primary carer leave must be taken in a single continuous period.
- 65.14.5 Employees taking primary carer leave will not be eligible for partner leave in respect of the same child(ren).
- 65.14.6 If the primary carer leave is for an employee who is pregnant with, or gives birth to the child(ren), the period of paid primary carer leave may commence up to eight weeks before the expected date of birth of the child(ren); or earlier, subject to medical certification, but must not commence later than the date of birth of the child.
- 65.14.7 A medical certificate indicating fitness for duty may be required if the employee:
 - 65.14.7.1 continues to work during the last four weeks before the expected date of birth of the child(ren); and/or
 - 65.14.7.2 wishes to recommence work earlier than six weeks after the date of birth of the child(ren).

65.15 Shared Primary Carer Leave

- 65.15.1 Where two employees work at the University who satisfy the professional services requirements of parental leave and will have the primary carer responsibility for a child(ren) they may share the period of paid Primary Carer leave between them.
- 65.15.2 If primary carer leave is to be shared between two eligible University employees, each employee must take the leave in a single continuous period and the leave must start no later than the date of birth of the child.
- 65.15.3 A birth parent may commence primary carer' leave:
 - 65.15.3.1 up to eight weeks before the expected date of birth of the child; or
 - 65.15.3.2 earlier, subject to the approval of the delegated officer,but must not commence leave later than the date of birth of the child.
- 65.15.4 The second employee to commence the period of primary carer leave must do so after the end of the first employee's period of leave.

65.16 Primary Carer Leave – Adoptions

- 65.16.1 Adoption leave (including leave for the purposes of a surrogacy arrangement) eligibility, entitlements and conditions are the same as primary carer leave entitlements set out in sub-clause 65.14 (Primary Carer Leave). For the purposes of adoption leave, any reference to the birth of a child(ren) will mean the placement of a child(ren) in an adoption arrangement.
- 65.16.2 An employee will be entitled to adoption leave for a child(ren) from the date the child(ren) is placed with the employee for adoption so long as the child(ren):
 - 65.16.2.1 has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and
 - 65.16.2.2 is not (otherwise than because of the adoption) a child of the employee or the

employee's partner.

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

65.17 **Surrogacy leave**

65.17.1 An employee who is a surrogate is entitled to 12 weeks paid surrogacy leave.

65.17.2 Paid surrogacy leave may commence up to 6 weeks prior to the expected date of birth of the child.

65.17.3 The surrogate is expected to give 4 weeks' notice of the start of paid surrogate leave, supported by a medical certificate.

65.18 **Miscarriage, stillbirth or death of child**

65.18.1 If a pregnancy terminates by miscarriage prior to 20 weeks' gestation, an employee is entitled to five days of paid leave to cover any absence from work.

65.18.2 If a pregnancy terminates after 20 weeks' gestation (stillbirth), an employee is entitled to 10 weeks of paid leave. They will also be entitled to 42 weeks of unpaid leave (52 weeks total of combined paid and unpaid leave) or they can access other leave types as described in 65.18.5 below. A partner will be entitled to 10 days of paid leave.

65.18.3 If the child dies during the period of primary carer leave, the primary carer leave ceases and the employee will start on special parental leave for up to a maximum of 10 weeks. A partner will be entitled to 10 days of paid leave.

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

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

65.18.6 Documentation will be required to support any period of leave taken under any subclauses in 65.18 above.

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

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

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

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

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

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

will return to their substantive position. If the position occupied by the employee prior to commencing parental leave no longer exists, the provisions of sub-clause 65.20 (Resumption of duty clause) will apply.

65.20 Resumption of Duty at the Completion of Parental Leave

65.20.1 The employee is entitled to return to the substantive position and work pattern they held prior to commencing parental leave. If the position no longer exists or the position fraction has changed, the University must attempt to provide the employee with an equivalently classified position subject to the Managing Change (clause 54) provisions of this Agreement.

65.20.2 At the end of the parental leave period or temporary part-time arrangement in accordance with sub-clause 65.19, the employee must return to the position and work pattern they held prior to commencing parental leave unless:

65.20.2.1 they have given appropriate notice of their resignation which will take effect on or before the approved return to work date; or

65.20.2.2 the delegated officer has approved alternate arrangements.

65.21 Primary Carer Return to Work Grant

65.21.1 Continuing and fixed-term employees entitled to primary carer leave will also be entitled to primary carer return to work grant to the equivalent value of 12 weeks ordinary pay.

65.21.2 The primary carer return to work grant may be taken:

65.21.2.1 as paid return to work leave to supplement an employee's ordinary pay to the substantive fraction of employment they held immediately prior to the commencement of parental leave. An employee must return to work at no less than 40% FTE to be eligible for the supplement; or

65.21.2.2 as an additional continuous period of paid primary carer leave of 12 weeks at ordinary pay or 24 weeks half-pay; or

65.21.2.3 a combination thereof, so long as the period of primary carer leave is continuous.

65.21.3 The primary carer return to work grant must be utilised within two years from the date of birth or date of placement of the child(ren).

65.22 Partner Leave

65.22.1 Following the birth or placement of a child(ren) an employee, who is a partner and not the primary care giver, will be entitled to access up to 10 days paid partner leave to provide support to the primary care giver.

65.22.2 Partner leave may start at any time within 12 months of the date of birth or date of placement of the child(ren).

65.23 Foster Parent Leave

65.23.1 An employee, who is acting as the primary carer of a foster child who is placed in their care for an anticipated period in excess of six months, will be entitled to access up to five days of foster parent leave from the time the child enters their care.

65.23.2 Satisfactory evidence which confirms the foster arrangement and the intended period of placement must be provided.

65.24 Lactation Breaks and Support

65.24.1 An employee (including a casual employee) who is breastfeeding, will be entitled to paid lactation breaks as required by the employee.

65.24.2 The University will provide and ensure access to a safe, clean, private space with a refrigerator

and sick for employees on paid lactation breaks.

66. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 66.1 This clause applies to all continuing, fixed term and casual employees.
- 66.2 It is recognised that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing workplace support to employees who are impacted by family and domestic violence.
- 66.3 Family and domestic violence means any violence between family and/or household members including current or former members whenever and wherever the violence occurs. It may include physical, sexual, emotional, or financial abuse and/or threatening, coercive or dominating behaviours.
- 66.4 Where an employee is impacted by family and domestic violence that affects their attendance or capacity to perform their work they will be entitled to take up to 20 days per year of paid family and domestic violence leave for the purpose of:
- 66.4.1 attending legal proceedings, counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; or
- 66.4.2 other activities associated with family and domestic violence.
- 66.5 The 20 days of paid leave will be calculated as instances of leave and won't be pro-rated for part-time or casual employees.
- 66.6 Employees will be entitled to the full 20 days upfront, which renew on the employee's work anniversary. The unused leave does not accumulate from year to year.
- 66.7 An employee who is unable to attend work will, as soon as practicable notify their Supervisor, or People & Culture of their intended absence and its estimated duration.
- 66.8 Where an employee has exhausted their annual entitlement to family and domestic violence leave provided for in sub-clause 66.4, the University may, upon request grant additional paid family and domestic violence leave.
- 66.9 The University may, upon request from an employee facilitate flexible working arrangements including changes to working times and changes to work location, system identification and contact information.
- 66.10 The University may require the employee to provide supporting documentation of domestic and family violence. Supporting documentation may take the form of a document issued by a police service, a court, a medical practitioner, community or government agency, a lawyer, or other evidence acceptable to the University.
- 66.11 For part-time or full-time employee, leave taken under this clause will be paid at the employee's full rate of pay, worked out as if the employee had not taken the period of leave.
- 66.12 For a casual employee where:
- 66.12.1 the roster of the employee is clearly defined for the duration of the period in which the employee takes leave, pay for leave taken under this clause will be calculated using the full rate of pay for their rostered/scheduled hours of work in the period of leave;
- 66.12.2 the pattern of employment is variable for all or part of the period in which the employee takes leave, the daily rate for leave taken under this clause will be calculated on the average daily hours worked by the employee in the previous 6 weeks, or where the employee has been employed for less than 6 weeks, for the duration of their employment.
- 66.13 To avoid doubt, these provisions do not operate to reduce or affect any other paid or unpaid leave entitlement of the employee under the Agreement and counts as service for the purposes of entitlements under this Agreement and the NES.

67. CULTURAL AND CEREMONIAL LEAVE

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

68. COMMUNITY SERVICE LEAVE

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

69. MILITARY LEAVE FOR DEFENCE FORCES

- 69.1 Professional services employees who serve on a part-time basis in the Australian Naval, Military or Air Force Reserves are to be granted paid military leave at the rate of twenty (20) working days each calendar year to attend official training and other service.
- 69.2 In special circumstances, the Chief Operating Officer may approve additional leave in excess of that provided for in 69.1 above on a leave without pay basis or other form of leave at the request of the employee.

70. EMPLOYEES CALLED AS WITNESSES

- 70.1 Except as provided for below, a professional services employee subpoenaed, summonsed or called as a witness will notify the University of the required absence which will be without pay or as a debit to annual

leave at the option of the employee. An employee required as a witness on behalf of the University or as a witness in proceedings relating to this Agreement, will be regarded as being on duty and will not receive witness fees for the period for which the employee is so required as a witness.

71. EMPLOYEES CALLED AS JURORS

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

72. LEAVE WITHOUT PAY

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

Full Time Salaries

73. SCHEDULE A

Effective Date		8-Jul-22	Agreement Bonus	10-Nov-23	24-Nov-23	21-Jun-24	22-Nov-24	20-Jun-25	21-Nov-25	19-Jun-26	
EA Increase			Pro-Rata Bonus	2.00%	3.00%	1.75%	2.50%	1.75%	2.50%	2.00%	
Grade	Step										
Level 1-2	01	50,877	450	51,895	53,452	54,387	55,747	56,723	58,141	59,304	
	02	52,008	450	53,048	54,639	55,595	56,985	57,982	59,432	60,621	
	03	53,139	500	54,202	55,828	56,805	58,225	59,244	60,725	61,940	
	Competency bar										
	04	54,835	500	55,932	57,610	58,618	60,083	61,134	62,662	63,915	
	05	57,667	500	58,820	60,585	61,645	63,186	64,292	65,899	67,217	
	06	60,495	500	61,705	63,556	64,668	66,285	67,445	69,131	70,514	
Level 3-4	01	57,664	500	58,817	60,582	61,642	63,183	64,289	65,896	67,214	
	02	60,495	500	61,705	63,556	64,668	66,285	67,445	69,131	70,514	
	03	63,324	500	64,590	66,528	67,692	69,384	70,598	72,363	73,810	
	04	66,154	600	67,477	69,501	70,717	72,485	73,753	75,597	77,109	
	Competency bar										
	05	68,984	600	70,364	72,475	73,743	75,587	76,910	78,833	80,410	
	06	71,814	600	73,250	75,448	76,768	78,687	80,064	82,066	83,707	
Level 5	07	73,509	600	74,979	77,228	78,579	80,543	81,953	84,002	85,682	
	01	73,509	600	74,979	77,228	78,579	80,543	81,953	84,002	85,682	
	02	74,641	600	76,134	78,418	79,790	81,785	83,216	85,296	87,002	
	03	77,469	600	79,018	81,389	82,813	84,883	86,368	88,527	90,298	
	04	80,300	700	81,906	84,363	85,839	87,985	89,525	91,763	93,598	
Level 6-7	05	83,130	700	84,793	87,337	88,865	91,087	92,681	94,998	96,898	
	01	83,130	700	84,793	87,337	88,865	91,087	92,681	94,998	96,898	
	02	85,959	700	87,678	90,308	91,888	94,185	95,833	98,229	100,194	
	03	88,788	700	90,564	93,281	94,913	97,286	98,989	101,464	103,493	
	04	91,620	800	93,452	96,256	97,940	100,389	102,146	104,700	106,794	
	Competency bar										
	05	94,450	800	96,339	99,229	100,966	103,490	105,301	107,934	110,093	
	06	97,276	800	99,222	102,199	103,987	106,587	108,452	111,163	113,386	
Level 8-9	07	100,104	800	102,106	105,169	107,009	109,684	111,603	114,393	116,681	
	08	102,937	800	104,996	108,146	110,039	112,790	114,764	117,633	119,986	
	01	105,767	900	107,882	111,118	113,063	115,890	117,918	120,866	123,283	
	02	108,591	900	110,763	114,086	116,083	118,985	121,067	124,094	126,576	
	03	111,422	900	113,650	117,060	119,109	122,087	124,224	127,330	129,877	
	04	114,252	900	116,537	120,033	122,134	125,187	127,378	130,562	133,173	
	05	117,083	1,000	119,425	123,008	125,161	128,290	130,535	133,798	136,474	
	06	119,909	1,000	122,307	125,976	128,181	131,386	133,685	137,027	139,768	
	07	122,738	1,000	125,193	128,949	131,206	134,486	136,840	140,261	143,066	
	08	125,568	1,000	128,079	131,921	134,230	137,586	139,994	143,494	146,364	
09	128,401	1,000	130,969	134,898	137,259	140,690	143,152	146,731	149,666		
10	131,225	1,100	133,850	137,866	140,279	143,786	146,302	149,960	152,959		

Rates of pay for casual employees

74. SCHEDULE B

Effective Date*			10-Nov-23		24-Nov-23		21-Jun-24		22-Nov-24		20-Jun-25		21-Nov-25		19-Jun-26	
EA Increase			2.00%		3.00%		1.75%		2.50%		1.75%		2.50%		2.00%	
Casual Rate	Grade Classification	Step	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~	Base Rate	Loaded Rate~
Casual Rate 1	Level 1-2	01	28.42	35.53	29.27	36.59	29.78	37.23	30.52	38.15	31.05	38.81	31.83	39.79	32.47	40.59
		Competency bar														
Casual Rate 2		04	30.63	38.29	31.55	39.44	32.10	40.13	32.90	41.13	33.48	41.85	34.32	42.90	35.01	43.76
Casual Rate 3	Level 3-4	01	32.21	40.26	33.18	41.48	33.76	42.20	34.60	43.25	35.21	44.01	36.09	45.11	36.81	46.01
		Competency bar														
Casual Rate 4		05	38.53	48.16	39.69	49.61	40.38	50.48	41.39	51.74	42.11	52.64	43.16	53.95	44.02	55.03
Casual Rate 5	Level 5	01	41.06	51.33	42.29	52.86	43.03	53.79	44.11	55.14	44.88	56.10	46.00	57.50	46.92	58.65
Casual Rate 6	Level 6-7	01	46.43	58.04	47.82	59.78	48.66	60.83	49.88	62.35	50.75	63.44	52.02	65.03	53.06	66.33
		Competency bar														
Casual Rate 7		05	52.75	65.94	54.33	67.91	55.28	69.10	56.66	70.83	57.65	72.06	59.09	73.86	60.27	75.34
Casual Rate 8	Level 8-9	01	59.07	73.84	60.84	76.05	61.90	77.38	63.45	79.31	64.56	80.70	66.17	82.71	67.49	84.36
Casual Rate 9			06	66.97	83.71	68.98	86.23	70.19	87.74	71.94	89.93	73.20	91.50	75.03	93.79	76.53

~Includes 25% Casual Loading

*Pro-rata bonus to be applied per schedule on agreement based on casual FTE worked in the current financial year.

Allowances

75. SCHEDULE C

Effective Date		8-Jul-22	10-Nov-23	24-Nov-23	21-Jun-24	22-Nov-24	20-Jun-25	21-Nov-25	19-Jun-26
Allowance Name	Unit		2.00%	3.00%	1.75%	2.50%	1.75%	2.50%	2.00%
NSW Electricians Licence	per annum	1957	1996	2056	2092	2144	2182	2237	2282
Plumbers, Gasfitters and Drainers	per annum	3541	3612	3720	3785	3880	3948	4047	4128
Plumbers registration	per annum	1492	1522	1568	1595	1635	1664	1706	1740
Tool - Painter	per annum	376	384	396	403	413	420	431	440
Tool - Air Conditioning, Refrigeration, Electrical Fitter/Mechanic	per annum	823	839	864	879	901	917	940	959
Tool - Bricklayer	per annum	1078	1100	1133	1153	1182	1203	1233	1258
Tool - Carpenter, Joiner, Locksmith, Plumber, Motor Mechanic	per annum	367	374	385	392	402	409	419	427
First aid allowance	per annum	777.30	834.05	859	874	896	912	935	954
On call allowance - Mon-Fri	per rostered shift	61.0113	62.2313	64.0985	65.2205	66.8512	68.0213	69.7221	71.1167
On call allowance – Sat, Sun and Public Holiday	per rostered shift	62.561	124.4626	128.1971	130.441	133.7023	136.0426	139.4441	142.2335

Allowance Name	Unit	Current Cap*
Overtime Meal Allowance	per meal	\$35.65
Mileage reimbursement	per kilometre	\$0.85

*As provided and adjusted by the ATO.

Work Level Descriptors

76. SCHEDULE D

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

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

The seven dimensions are:

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

LEVEL 1

Training level or qualifications

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

Occupational equivalent

Cleaner, labourer, trainee for Level 2 duties.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

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

LEVEL 2

Training level or qualifications

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

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

Occupational equivalent

Clerk, security patrol officer.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

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

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

LEVEL 3

Training level or qualifications

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

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

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

In technical assistant positions,

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

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

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

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

LEVEL 4

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and

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

Typical activities

In trades positions,

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

technical positions,

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

library technician positions,

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

clerical/secretarial positions,

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

LEVEL 5

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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



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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

In technical positions,

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

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

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

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

In professional positions and under professional supervision,

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

LEVEL 6

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

level

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

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

In technical positions,

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

administrative positions,

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

professional positions,

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

LEVEL 7

Training level or qualifications

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

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

Occupational equivalent

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



Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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

Typical activities

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

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

LEVEL 8/9

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgment, independence and problem solving

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



Typical activities

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



77. SIGNATORIES

Signed on behalf of the University of Wollongong by Professor David Currow, Acting Vice-Chancellor and President, University of Wollongong Northfields Avenue, Wollongong NSW 2522, in accordance with the University of Wollongong Delegations of Authority.



Signature

Signed on behalf of the National Tertiary Education Industry Union by Dr Damien Cahill, General Secretary, First Floor, 120 Clarence Street, Southbank, Victoria 3006

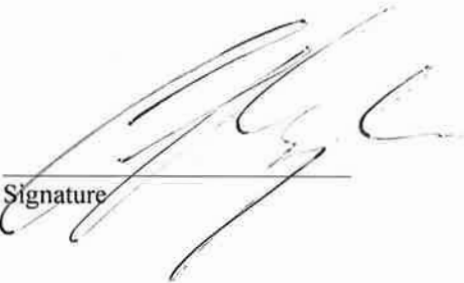


Signature

Signed on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch by the Branch Secretary,

Signature

Signed by Catherine Moyle, in her capacity as Employee Representative, University of Wollongong Northfields Avenue, Wollongong NSW 2522.



Signature



77. SIGNATORIES

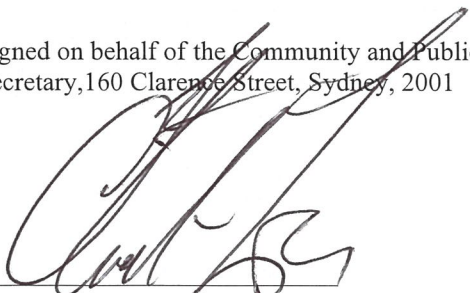
Signed on behalf of the University of Wollongong by Professor David Currow, Acting Vice-Chancellor and President, University of Wollongong Northfields Avenue, Wollongong NSW 2522, in accordance with the University of Wollongong Delegations of Authority.

Signature

Signed on behalf of the National Tertiary Education Industry Union by Dr Damien Cahill, General Secretary, First Floor, 120 Clarence Street, Southbank, Victoria 3006

Signature

Signed on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch by Stewart Little, State Branch Secretary, 160 Clarence Street, Sydney, 2001



Signature

Signed by Catherine Moyle, in her capacity as Employee Representative, University of Wollongong Northfields Avenue, Wollongong NSW 2522.

Signature

