



THE UNIVERSITY OF  
NEW SOUTH WALES

**UNIVERSITY OF NEW SOUTH WALES (PROFESSIONAL  
STAFF) ENTERPRISE AGREEMENT 2014**

**20 September 2010 ~~15~~ 5 May 2014**

## **PART A - GENERAL MATTERS**

### **1.0 ARRANGEMENT**

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## 2.0 TITLE

This Agreement will be known as the *University of New South Wales (Professional Staff) Enterprise Agreement 20104* (“**Agreement**”).

## 3.0 DEFINITIONS AND REFERENCES

### 3.1 References to Office Holders

In this Agreement a reference to a particular officer, or to the holder of a particular office, includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

### 3.2 Use of Language

For the purposes of this Agreement, words used in the singular include words in the plural and vice versa, unless the context otherwise applies.

### 3.3 Definitions and References

In this Agreement, unless the context indicates otherwise, the following term has the meaning assigned to it:

	<b>Term</b>	<b>Meaning</b>
(a)	<b>Act</b>	Fair Work Act 2009 (Cth) as amended.
(b)	<b>base rate of pay</b>	the applicable salary payable to an employee prescribed in Schedule 1 or 2 of this Agreement.
(c)	<b>casual employee</b>	<u>Has its common meaning and is</u> a person <del>employed and</del> paid by the hour and which includes a loading which incorporates payments for sick leave, annual leave and any other entitlements for which a casual employee is not eligible.
(d)	<b>consult or consultation</b>	the University will provide relevant information (orally or in writing), the affected parties will confer, and the views expressed will be taken into account before a final decision is made by the University.
(e)	<b>continuous service</b>	the period of service with the University (or controlled entities of the University [but not UNSW Asia] or institutions absorbed by the University) including breaks in service of up to six (6) weeks.
(f)	<b>Dean</b>	the Dean of a Faculty or the Rector of UNSW <a href="#">@ADFACanberra</a> .

(g)	<b>Divisional Head</b>	the most senior employee in the Division, by whatever name called, in which the employee is employed, which at the date of this Agreement includes the positions of: <ul style="list-style-type: none"> <li>• DVC (Academic)</li> <li>• DVC (Research)</li> <li>• <del>Executive Director</del><u>Vice-President</u>, University Services</li> <li>• <u>Vice-President</u><del>Executive Director</del>, Finance and Operations</li> <li>• Chief Executive, UNSW Foundation.</li> </ul>
(h)	<b>employee</b>	a professional staff member ( <del>formerly known as general staff and professional and technical staff</del> ) of the University who is covered by this Agreement.
(i)	<b>employee representative</b>	a person (including a colleague at UNSW or a friend) or a body (such as a union) <del>who is chosen by an employee</del> —to undertake representations to the University on their behalf, provided that the representative is not a practicing solicitor or barrister in private practice.
(j)	<b>Executive Delegate</b>	The Executive Team member with responsibility for Human Resources matters.
(k)	<b>full-time employee</b>	an employee (other than a casual employee) whose ordinary hours of work are 35 or 38 hours per week as set out at <u>Schedule 5</u> of this Agreement.
(l)	<b>FWCA</b>	Fair Work <del>Australia</del> <u>Commission</u>
(m)	<b>immediate family</b>	(i) an employee’s spouse or partner (including defacto partner, former defacto partner and same gender partner) <del>—or</del> ; <u>or</u>  (ii) an employee’s child (including foster child, grandchild, step-child, or a child for whom the employee is the legal guardian); <u>or</u>  (iii) an employee’s parent (including foster parent, step-parent and parent in law), grandparent, step-grandparent, and sibling (including sibling of a spouse); <del>and</del> <u>and</u>  (iv) a person who lives in an employee’s household.
(n)	<b>part-time employment</b>	an employee (other than a casual employee) whose employment is less than 35 or 38 hours per week (as

		appropriate to the relevant classification).
(o)	<b>post-retirement employment contract</b>	a fixed term employment contract entered into by the University with a person who has retired from the University or other employer.
(p)	<b>redundant position</b>	a position that the University no longer requires as part of its organisational structure.
(q)	<b>senior manager</b>	the most senior manager in a School, department or equivalent organisational unit.
(r)	<b>seven day continuous shiftworker</b>	For the purposes of the NES, an employee regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered 24 hours a day, seven days a week.
(s)	<b>supervisor</b>	the person responsible for the day to day supervision of an employee.
(t)	<b>Union</b>	<del>an industrial association registered organisation</del> of employees covered by this Agreement.
(u)	<b>University or UNSW</b>	the University of New South Wales as the Employer.

#### 4.0 DURATION AND OPERATION OF THE AGREEMENT

This Agreement will take effect seven (7) days after it is approved by FWCA and will have a nominal term of ~~three (3) years~~<<insert term>> from the date it is approved by FWCA.

#### 5.0 APPLICATION

##### 5.1 Coverage of Agreement

This Agreement covers:

- (i) the University; and
- (ii) employees employed by the University, except for those employees and persons excluded by subclause 5.2(a) below.

##### 5.2 Exclusions from Agreement

(a) This Agreement does not cover:

- (i) academic staff employed by the University;
- (ii) a person employed as a fellow at the Kensington Colleges;
- ~~(iii) a person employed by separate legal entities controlled by UNSW;~~

- (iv) a person engaged by the University as a trainee or a cadet to undertake a structured program of paid work and/or training pursuant to a training or similar agreement provided by a State or Federal authority or as a trainee or cadet under an Indigenous Program offered by Nura Gili at the UNSW; and
- (v) a person engaged by the University under the Supported Wage System (SWS) in a supernumerary and temporary position and who is unable to perform the range of duties to the competence level required within the class of work for which an employee is engaged under this Agreement because of the effects of a disability on their productive capacity.

~~(b) An employee who is party to either an Australian Workplace Agreement (AWA) or an Individual Transitional Employment Agreement (ITEA) with the University that applies to the employee may enter into a conditional termination in writing or otherwise take steps to terminate their AWA or ITEA so that the terms and conditions of this Agreement will apply to that employee's employment, subject to applicable legislation.~~

### 5.3 Application for Coverage

The Agreement covers the following Unions if FWCA notes in accordance with section 201(2) of the Act that the Agreement covers:

- The Community and Public Sector Union (CPSU)
- [Public Service Association of NSW \(PSA\)](#)
- The National Tertiary Education Industry Union (NTEU)
- ~~The Australian Liquor, Hospitality and Miscellaneous Workers' Union (LHMU)~~ [United Voice](#)
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

## 6.0 RELATIONSHIP WITH OTHER AGREEMENTS AND AWARDS

- (a) This Agreement is closed and comprehensive, and wholly displaces any award and any other workplace agreement that would otherwise, but for this clause, apply to employees covered by this Agreement.
- (b) Once approved by FWAC, this Agreement replaces and rescinds the *University of New South Wales (General Professional Staff) Enterprise Agreement 2006 2010* (2010~~06~~ Agreement).
- (c) This Agreement does not prevent the engagement of a person by the University:
  - (i) as a trainee or a cadet to undertake a structured program of paid work and/or training pursuant to a training or similar agreement provided by a State or Federal authority or as an trainee or cadet under an Indigenous Program offered by Nura Gili at the UNSW ; or
  - (ii) under any supported wage system for persons with disabilities established by the Federal Government.

## **7.0 ACCESSIBILITY OF AGREEMENT**

A copy of this Agreement will be placed on the University's HR website and be available for inspection upon request by any employee.

## **8.0 EMPLOYEE REPRESENTATION**

An employee may choose to be represented by an employee representative of their choosing for any matter or process in this Agreement.

### Consultation and Implementation

To ensure ongoing and effective consultation with UNSW Professional Staff, the University will ensure that there is a Professional Staff member of the University Council, elected by and for Professional Staff employed at the University.

As part of the Implementation of the Agreement, the University may meet with the employee's unions at least 4 times per year. These meetings will address any related issues raised by employee representatives or the University provided that 4 weeks notice has been provided.

## **9.0 UNIVERSITY-WIDE POLICIES**

- (a) The University will develop and/or maintain a range of University wide policies, procedures and guidelines on human resources matters (such as staff complaint procedures, intellectual property and workplace bullying). Where policies, procedures and guidelines which have a significant and substantial impact on employees are developed or reviewed during the life of this Agreement, the University will consult with employees and the Unions as part of the University's general consultation processes.
- (b) Disputes arising from the implementation of University-wide policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the dispute resolution procedures of this Agreement.
- (c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or guideline referred to in it.

## **10.0 DISPUTE RESOLUTION PROCEDURES**

- (a) The following dispute resolution procedures must be followed to settle a dispute about the interpretation, application or operation of any provision of this Agreement or in relation to the National Employment Standards (NES).
- (b) A reference to an employee in this clause may include more than one (1) employee.



### **Notification of Dispute**

- (c) An employee, or the Union or employee representative acting on their behalf, will in the first instance notify the Director, Human Resources, in writing, of the dispute (“the dispute notification”). The dispute notification must include details of the dispute and the resolution sought by the employee.

### **First Dispute Meeting**

- (d) The employee, and the Union or employee representative acting on their behalf, and representatives of the University, will meet within five (5) working days of the dispute notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe. Where a significant number of employees are party to the same dispute, a subgroup of the employees, and the Union or employee representative acting on their behalf, will meet with representatives of the University within five (5) working days of the dispute notification.

### **Second Dispute Meeting**

- (e) Where a dispute is not resolved following the procedure in subclause 10.0(d) and the employee wishes to proceed with the dispute, the employee, or the Union or employee representative acting on their behalf, must refer the dispute, in writing, to the Director, Human Resources (“the referral notification”) within five (5) working days of the holding of the meeting referred to in subclause 10.0(d) above. The referral notification must include details of the dispute and the resolution sought by the employee. The employee, and/or the Union or employee representative acting on their behalf, and representatives of the University, will meet within five (5) working days of the referral notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.

### **Referral of Dispute to FWCA**

- (f) Where a dispute is not resolved following the procedures in subclauses 10.0(d) and 10.0(e), the dispute may be referred by either the employee, or the Union or employee representative acting on their behalf, or the University, to FWCA for resolution by mediation and/or conciliation, or where mediation or conciliation does not resolve the dispute, by arbitration.
- (g) If an application for arbitration is made, FWAC may exercise any of its powers under the Act. The decision of FWCA will be implemented by the parties, subject to either party exercising a right of appeal against a decision of FWCA.

### **General**

- (h) Subject to subclause 10.0(i), while the dispute resolution procedures referred to at subclauses 10(d) and 10(e) are being conducted, the University will not change work, duties, staffing or organisation of work which is the subject of the dispute.

- (i) ~~Subclause 10(h) does not apply where the matter in dispute is related to the following clauses: clauses 29.6: Process Redeployment and Retrenchment; 31.0 Probation, 34.0 Management of Unsatisfactory Performance; and 35.0 Management of Misconduct or Serious Misconduct of this Agreement.~~

## **PART B – SALARY AND RELATED MATTERS**

### **11.0 SALARIES**

~~All employees (other than casual employees) employed by the University on the date this Agreement is approved by FWA will receive a bonus payment of \$1,000 (pro-rata for part-time employees). This payment will not be subject to the salary adjustments provided for in sub-clause 11.2 will not be added to the salary rates set out in Schedules 1.0 and 2.0 of this Agreement, and does not attract superannuation contributions.~~

#### **11.1 Salary Adjustments**

- (a) The minimum salaries to be paid to employees covered by this Agreement are set out as follows:
- Schedule 1.0 – Salary Rates (35 hour week);
  - Schedule 2.0 – Salary Rates (38 hour week);
  - Schedule 3.0 – Casual Salary Rates.
- (b) During the life of this Agreement, no further salary increases, other than those prescribed at subclause 11.2, are payable to employees under this Agreement.

#### **11.2 Salary Increases**

This Agreement provides for salary adjustments to the rates set out in Schedules 1.0, 2.0 and 3.0:

<b>Salary Instalment</b>	<b>Rate of Salary Increase</b>	<b>Date of Salary Increase</b>
First *	<del>2.0%</del>	<del>10 July 2009</del>
Second *	<del>2.0%</del>	<del>8 January 2010</del>
Third *	<del>2.0%</del>	<del>9 July 2010</del>
Fourth	<del>2.0%</del>	<del>7 January 2011</del>
Fifth	<del>2.0%</del>	<del>8 July 2011</del>
Sixth	<del>2.0%</del>	<del>6 January 2012</del>
Seventh	<del>2.0%</del>	<del>6 July 2012</del>
Eighth	<del>2.0%</del>	<del>4 January 2013</del>
Ninth	<del>2.0%</del>	<del>5 July 2013</del>

\* Salary increases paid by the University prior to FWA approval of this Agreement.

#### **11.3 Apprentices**

- (a) An employee who is indentured as an apprentice will be paid rates in accordance with the following percentages of the salary prescribed in Schedule 1 for the first step of Level 3:

Other than Adult Apprentices		Adult Apprentices	
1st year	45%	1st year	80%
2nd year	60%	2nd year	85%
3rd year	75%	3rd year	90%
4th year	90%	4th year	90%

- (b) Adult apprentice means an apprentice employee who is over 21 years of age.

#### 11.4 Set-Off of Outstanding Payments

Where an employee resigns or retires, or their employment is terminated, the University will, to the extent permissible by law, set off against and deduct from any amounts payable to the employee by way of salary, allowance, annual leave or long service leave, any amount owed by the employee to the University arising from the employee's employment.

### 12.0 ALLOWANCES

The salary rates contained in Schedule 1 and Schedule 2 include all prescribed allowances, other than those specified in Schedule 4 of this Agreement and in subclauses 12.1 and 12.2 below.

#### 12.1 Higher Duties Allowance

- (a) An employee who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will be paid an allowance equal to the difference between their substantive salary and the minimum salary of the higher classified position for all the time during which the employee performs such duties. Where it is specified at the commencement of the higher duties allowance that the employee is to undertake part of the duties of the higher position only, a lesser amount, which will normally be a percentage of the full amount, will be paid.
- (b) No allowance will be payable pursuant to subclause 12.1(a) unless the employee performs the duties of the higher classified position for a period in excess of one (1) week or in excess of two (2) consecutive working days for trades staff.
- (c) No allowance will be payable pursuant to subclause 12.1(a) to an employee whose position is designated as a "deputy" or equivalent of a more senior employee, whose normal duties as specified by their job description include deputising for that more senior employee and who is deputising while the senior employee is absent on duty or for periods of leave for up to four (4) weeks.

- (d) An employee who has been in receipt of a higher duties allowance for more than one (1) month will be paid such allowance for all paid leave ~~taken during that period.~~
- (e) An employee who has been relieving continuously in a position for a period in excess of 12 months who goes on parental leave, retires, resigns or is retrenched by the University will receive payment for accrued leave entitlements at the higher rate of pay ~~on termination of employment.~~
- (f) Where an employee in receipt of a higher duties allowance works on a public holiday, the relevant shift loading or overtime rate will be applied to the higher duties allowance for time worked on that day.

## 12.2 Audio Visual Technician/Theatre Technician/Technicians

Nothing in this Agreement prevents the University and an employee employed in the category referred to in Category M of Schedule 5.0 of this Agreement agreeing to the payment of an annualised allowance in lieu of the allowance described in Schedule 4.0 – Allowances - of this Agreement, provided that the annualised allowance is not less than the value of the allowance over the course of the year.

## 13.0 SUPERANNUATION

- (a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.
- (b) In all other cases, the University will make the following employer superannuation contributions:
  - (i) 17% of ordinary time earnings if the employee is:
    - (a) a continuing employee; or
    - (b) a continuing (contingent funded research) employee; or
    - (c) employed on a fixed-term contract of one year ~~two (2)~~-years or more; or
    - (d) employed on successive fixed term contracts for more than one year ~~two (2) years or more~~ where the position in which the employee is employed is funded through an operating grant from government or funding comprised of payment of fees made by or on behalf of students. ~~Such contributions will be payable from the start date of any new contract which commences after the employee has completed two (2) years or more on successive fixed term contracts.~~

- (ii) 9.25% of ordinary time earnings if the employee is employed on a fixed-term contract not covered by subclause 13.0(b)(i) or as a casual employee.
- (c) Provided that where the University's Trust Deed and Deed of Covenant with *UniSuper* so allow, an employee who is eligible to be a member of *UniSuper* and who is eligible to receive the employer superannuation contribution specified in subclause 13.0(b)(i) may access any superannuation flexibility so allowed by the University's Trust Deed and Deed of Covenant with *UniSuper*.

#### **14.0 SALARY SACRIFICING SCHEME**

- (a) By written agreement with the University, an employee may elect to receive a non-monetary benefit in lieu of salary, provided that the total value of the non-monetary benefit and salary is no less than the salary entitlement the employee would otherwise receive. The payment of union fees will be made available to be salary sacrificed.
- (b) An employee may withdraw from the salary sacrificing arrangement by providing the University with written notice of at least eight (8) weeks. The University will not unilaterally terminate a salary sacrificing agreement.
- (c) If an agreement is made under subclause 14.0(a), then any other payment calculated by reference to the employee's salary and payable during employment, or on termination of employment, will be calculated by reference to the substantive salary, i.e., the amount including the value of the non-monetary benefit.

#### **15.0 EQUALISATION OF SALARY**

- (a) Equalisation of salary is a flexible payment of salary arrangement, available in particular but not exclusively, to those employees working on a sessional basis, which allows the total annual hours of employment for such employees to be equalised and paid over a calendar year.
- (b) By written agreement with the University, an employee may equalise their salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.
- (c) Where the above arrangement is entered into, the employee will be entitled to all benefits to which the employee would otherwise have been entitled on the same proportion as in subclause 15.0(b) above.

### **PART C - EMPLOYMENT ARRANGEMENTS**

#### **16.0 GENERAL**

- (a) The University will employ an employee on terms that correspond with one or other of the types of employment prescribed in clauses 17.0 to 20.0 of this Agreement.

- (b) It is recognised that while continuing employment is the primary type of employment on which employees are employed by the University under this Agreement, the engagement of persons on fixed term employment is necessary to support the University to carry out its work for a specified task or period.
- (c) To avoid doubt, nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties, provided that there is no conflict of interest with any such additional work and the employee's work with the University is not adversely affected.
- (d) An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a part-time capacity.
- (e) All entitlements of an employee employed on a part-time basis in this Agreement will be paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification.

## **17.0 CONTINUING EMPLOYMENT**

Continuing employment means full-time or part-time employment which has no fixed end date or contingency upon which the employment contract will come to an end. All employment, other than fixed term employment and casual employment, is continuing employment.

## **18.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT**

### **18.1 Definitions**

“Contingent funded research” is research funded by limited term funding provided from external sources, but not funded through an operating grant from Government or funding comprised of payment of fees made by or on behalf of students.

### **18.2 Eligibility**

- (a) An employee engaged in contingent funded research may apply for, or be offered, a Continuing (Contingent Funded Research) Employment Contract (CCFRC) where the employee:
  - (i) is employed for 50% or more of the hours of a full-time employee;
  - (ii) who has been employed for a period of ~~3 years~~ 5 years or more, and who is to be appointed to their second or subsequent consecutive contract; and
  - (iii) was employed through a competitive and open selection process.
- (b) The University may, in its absolute discretion, offer a CCFRC notwithstanding not all of the above criteria are satisfied.

- (c) Applications must be made in writing to the University, which will advise the employee in writing of the outcome within 30 days of receiving the application. The University may refuse an application on reasonable grounds. Reasonable grounds include:
- (i) the criteria in clause 18.2 are not satisfied;
  - (ii) where it is unlikely that there will be sufficient revenue or funding available to provide continuing support for the employee's employment beyond a further 3 year period;
  - (iii) the employee's performance has not been assessed as being at least satisfactory;
  - (iv) the employee is performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the University; or
  - (v) the employee does not have sufficiently transferable skills that would reasonably enable the University to redeploy the employee to another position within the University upon expiration of the existing research grant; or
  - (vi) the employee is a student, and their status as a student was the primary reason for their appointment.

### **18.3 Conditions**

- (a) Subject to subclause 18.3(b), an employee on a CCFRC will receive the same entitlements as other continuing employees, including superannuation.
- (b) The following provisions do not apply to an employee on a CCFRC:
- (i) where funding for the continuation of a CCFRC position ceases, the consultation and redundancy provisions of clause 29.0 – Managing Change in the Workplace - in respect of the position in which the employee is employed; and
  - (ii) Subclauses 19.2 to 19.4 – Fixed Term Employment.

### **18.4 Measures to Avoid Termination**

Where the funding that supports an employee's CCFRC ceases:

- (a) the University may transfer the employee to another equivalent position;
- (b) at the discretion of the relevant senior manager, a CCFRC employee may be employed using other available funding, where:
  - (i) the use of such funding is for a limited period; and
  - (ii) the Faculty or Division has a reasonable expectation that alternative research funding or a continuing appointment will become available.
- (c) if, during the notice period specified in subclause 18.5, the funding for the position is renewed, the notice period ceases to apply and employment continues;

- (d) if an application for renewal of the funding for the position is still pending, then by mutual agreement:
- (i) the period of employment may continue for any period of:
- paid accrued annual leave and/or long service leave; and thereafter
  - unpaid leave, provided that unpaid leave shall not be available under this subclause to bring the aggregate period of leave above 12 weeks; or
- (ii) if the employment has ceased, payment of severance and/or payment in lieu of notice may be delayed for up to 12 weeks to facilitate continuation of service and if the funding for the position is renewed, the employee's employment will recommence and there shall be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to commencement of employment shall not break continuity of service, but will not count as service.

**18.5 Termination of CCFRC**

- (a) A CCFRC may be terminated when:
- (i) the funding that supports the position ceases or is insufficient; or
- (ii) the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
- (iii) termination is made under the following clauses of this Agreement: probation (clause 31.0) or disciplinary provisions (clauses 34.0 and 35.0).
- (b) If an employee's employment is terminated under subclause 18.5(a), and alternatives to termination under subclause 18.4 are not possible, then the employee will be provided with notice and receive a severance payment under subclause 18.6 below.

**18.6 Notice Periods and Severance**

- (a) Where an employee is terminated pursuant to subclause 18.5(a), the employee will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the employee is over 45 years of age, which the University may pay out in lieu of notice.
- (b) Subject to subclause 18.6(d), where the employment of an employee on a CCFRC is terminated pursuant to subclause 18.5(a), the employee will be paid a severance payment in accordance with the following table:

<b>Length of Continuous Service</b>	<b>Severance payment</b>
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay



6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years or more	12 weeks pay

- (c) Fixed-term employment in the same School or Research Centre prior to commencement as a CCFRC will be included for the purposes of calculating the length of continuous service under clause 18.6(b) above. Other fixed term employment or continuing or casual employment will not be counted for this purpose.
- (d) Severance pay will not be payable where:
- (i) the employee has resigned or declined an offer for further employment; or
  - (ii) a research centre has been (or is to be) transferred to another employer and the employee has been (or is to be) offered employment by the other employer; or
  - (iii) the employee has obtained further employment within the University without the loss of accrued entitlements; or
  - (iv) the University obtains acceptable alternative employment for the employee.

## 19.0 FIXED TERM EMPLOYMENT

### 19.1 General

- (a) Fixed-term employment means full-time or part-time employment for a specified period or task and which will not be terminated during the term of an employee's employment contract except:
- ~~(i) where the position is made redundancy in accordance with clause 29.0 (Managing Change in the Workplace); or in accordance with clause 31.0 (Probation); 34.0 (Management of Unsatisfactory Performance); or 35.0 (Management of Misconduct of Serious Misconduct).~~
  - ~~(i) where the position held by an employee is made redundant in accordance with clause 29.0 Managing Change in the Workplace of this Agreement; or~~
  - ~~(ii) during a probationary period in accordance with clause 31.0 Probation of this Agreement; or~~
  - ~~(iii) in accordance with clause 34.0 Management of Unsatisfactory Performance of this Agreement; or~~
  - ~~(iv) in accordance with clause 35.0 Management of Misconduct or Serious Misconduct of this Agreement.~~

- (b) In relation to other matters contained in this Agreement, a fixed-term employee is entitled to the same terms and conditions of employment that would apply to a continuing employee engaged in an equivalent classification and working an equivalent fraction of full-time employment, except where expressly excluded by this Agreement.

### 19.2 Period of Notice – Renewal or Non-Renewal of Employment

- (a) ~~The Where the University decidesto renew a fixed term position, the current employee (subject to satisfactory performance) will be given written notice of renewal at least 4 weeks prior to the expiration of the contract, subject to subclauses 19.2 (b) and 19.2 (c) below. The same notice will be provided where the University decides not to renew a fixed term position.~~

~~will provide an employee on fixed-term employment with written notice, including by email, of at least four (4) weeks of its intention to renew, or not to renew, employment with the University upon the expiry of the contract, subject to subclauses 19.2(b) and 19.2(c) below.~~

- (b) A period of notice is not required to be given by the University to an employee employed on either of the following types of fixed term employment:
- (i) a pre-retirement or post-retirement contract; or
  - (ii) a fixed-term contract of six (6) months or less.
- (c) 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 subclause 19.2(a), it will be sufficient compliance with this clause if the University:
- (i) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
  - (ii) gives notice to the employee at the earliest practicable date thereafter.

### 19.3 Severance Pay - No Entitlement

Severance pay is not payable to an employee by the University where:

- (i) the employee was employed on a first fixed-term employment contract and the position is of a type described in subclause 19.4.1, unless the same or substantially similar position continues to be required but another person has been appointed, or is to be appointed, to that position; or
- (ii) the employee was replacing another employee on leave or secondment from the workplace; or
- (iii) the employee was employed on a pre-retirement or post-retirement employment contract; or

- (iv) the position held by the employee was one specifically designated for UNSW students; or
- (v) the position was a senior management position classified at Level 10 or above.

**19.4 Severance Pay - Entitlement – Fixed Term Employment**

**19.4.1 Specific Task or Project, Research-Only or Externally Funded**

~~(a) An employee employed on a:~~

~~(i) first fixed term employment contract and the position is of a type described in parts (A), (B) or (C) below and the same or substantially similar position continues to be required but another person has been appointed, or is to be appointed, to that position; or~~

~~(ii) second (or subsequent) fixed term employment contract:~~

~~will be entitled to severance pay, in accordance with the Severance Pay Scale in subclause 19.4.1(b), where the position is:~~

~~(A) funded from an identifiable source(s) external to the University 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; or~~

~~(B) a research only position; or~~

~~(C) for a specific task or project.~~

~~(b) Severance Pay Scale~~

<del>Length of Continuous Service</del>	<del>Severance pay</del>
<del>Up to 1 year</del>	<del>No payment</del>
<del>1 year and up to the completion of 2 years</del>	<del>4 weeks pay</del>
<del>2 years and up to the completion of 3 years</del>	<del>6 weeks pay</del>
<del>3 years and up to the completion of 4 years</del>	<del>7 weeks pay</del>
<del>4 years and over</del>	<del>8 weeks pay</del>

**19.4.2 Other Fixed Term Employment**

An employee employed on fixed term employment by the University (other than in the type referred at subclauses 19.3 ~~and 19.4.1~~ or by subclause 19.5) will be entitled to severance pay in accordance with the table in this subclause.

<b>Length of Continuous Service</b>	<b>Severance pay</b>
Up to 3 years	No payment
3 years and up to the completion of 4 years	4 weeks pay
4 years and up to the completion of 5 years	5 weeks pay
5 years and up to the completion of 6 years	6 weeks pay

6 years and up to the completion of 8 years	7 weeks pay
8 years and up to the completion of 9 years	8 weeks pay
9 years and up to the completion of 10 years	9 weeks pay
10 years and over	2 weeks' pay for each completed year of service

### 19.5 Acceptable Alternative Employment

The University may make application to FWCA to have the severance payment entitlement varied or waived if it obtains ~~acceptable~~ alternative employment acceptable for ~~an~~ the employee under this clause.

### 19.6 Other Matters

- (a) An employee, who is entitled to a severance payment pursuant to subclause 19.4.2 and who has been employed between five (5) and 10 years of continuous service with the University, is entitled to payment of long service leave, on a pro rata basis, in accordance with clause 38.0 – Long Service Leave - of this Agreement.
- (b) Breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks per break will not constitute breaks in continuous service.
- (c) Periods of continuing employment prior to commencing a fixed-term appointment, casual employment, or approved unpaid leave, do not count for service for the purposes of subclauses 19.4 and 19.5, and will not constitute breaks in service.
- (d) Where the University advises an employee in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

### 19.7 Application to Convert from Fixed-Term to Continuing Employment

- (a) For employees who are employed on a fixed term basis, in the same or substantially similar position for a period of two years or more, the University will offer conversion to continuing employment on the same salary and classification provided that the employee:
  - (i) was initially appointed to the University through an externally advertised selection process; and
  - (ii) has held the position in which currently employed for a period of at least two years, or is in the second year of employment , and in the circumstances where the contract will expire on or after the second anniversary of initial appointment to the positions; and
  - (iii) is demonstrating satisfactory performance in the position.
- (b) fixed term employees will not be offered conversion if they were employed:
  - (i) to replace an employee who was on authorised leave, on secondment, or due to a temporary employment variation; or

- (ii) to a pre-retirement contract; or
  - (iii) is on a fixed term contract in connection with a course of study in which they are enrolled; or
  - (iv) as an apprentice; or
  - (v) a specific task of project.
- (c) where the position meets the definition in Clause 18.1, the University may offer a Continuing (Contingent Funded Research) Employment contract in lieu of Continuing Employment.

A fixed-term employee may apply to the University to be converted to continuing employment, provided that the employee:

- (i) was initially appointed to the University through an externally advertised selection process; and
  - (ii) has held the position in which currently employed for a period of at least three (3) years, or is in the third year of fixed-term employment in that position, in circumstances where the contract will expire on or after the third anniversary of initial appointment to the position; and
  - (iii) is demonstrating satisfactory performance in the position.
- (b) The University may reject an application under subclause 19.7(a) on reasonable grounds. Such grounds shall include, but are not be limited to, that the position is funded from one or more sources external to the University.

## 20.0 CASUAL EMPLOYMENT

### 20.1 General

- (a) Casual employment has its general meeting, being means a person engaged and paid by the hour.
- (b) A casual employee will be paid an hourly rate ("base hourly rate") calculated by dividing the weekly rate appropriate to their level and step, by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 5 of this Agreement. The base hourly rate for each casual step is set out in Schedule 3 of this Agreement.
- (c) Subject to subclauses 20.1(d) and 20.1(e) (relating to overtime and shift work), a casual employee will be paid, in addition to the hourly rate a, the following casual loading of 25%:-
  - ~~(i) 23% payable from the date of effect of this Agreement until 5 January 2012~~
  - ~~(ii) 24% payable from 6 January 2012 until 3 January 2013~~
  - ~~(iii) 25% payable from 4 January 2013.~~
- (d) A casual employee who works in excess of ten (10) hours on any day is entitled to payment calculated at:

- (i) the base hourly rate; plus
  - (ii) the applicable overtime penalty rate on the base hourly rate; plus
  - (iii) the casual loading applicable to the base hourly rate.
- (e) A casual employee who is engaged to perform shift work is entitled to payment for each rostered shift calculated at:
- (i) the base hourly rate; plus
  - (ii) the applicable shift loading; plus
  - (iii) the casual loading applicable to the base hourly rate.
- (f) The University will make employer superannuation contributions for casual employees to *UniSuper* in accordance with clause 13.0 of this Agreement.
- (g) The employment of a casual employee may be terminated by the giving of one (1) hour's notice by either the employee or the University.
- (h) A person who is offered casual employment will be advised of the duties required, the number of hours required, the rate of pay for each class of duty required, and a statement that any additional duties required during the term will be paid for.
- (i) Subject to this Agreement and to the *NSW Long Service Leave Act 1955*, periods of casual employment with the University do not count as service for the purpose of determining an employee's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the basis of length of service.

## **20.2 Casual Conversion**

- (a) This clause sets out the process for long term casual employees to apply for conversion to either continuing or fixed-term employment. An employee will not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- (b) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a substantially similar position in the same work unit either:
- (i) over the immediately preceding period of twelve (12) months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
  - (ii) over the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short term work performed by the employee in another classification, job or work unit will not:

- (a) affect the employee's eligibility for conversion; or

- (b) be included in determining whether the employee meets or does not meet the eligibility requirements.

For the purpose of this clause, "work unit" refers to an organisational unit with control over the appointment and deployment of casual professional staff within that unit.

- (c) Conversion may be applied for in writing by an employee when an employee believes they meet the above criteria. The University will take reasonable steps from time to time to inform casual employees that they may have a right to apply for conversion under this clause.
- (d) The University may only refuse an application for conversion on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
  - (i) 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;
  - (ii) the employee is a genuine retiree;
  - (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
  - (iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
  - (v) the employee does not meet the essential requirements of the position; or
  - (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (e) The University must determine an application for conversion either by offering conversion to continuing or fixed-term employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.
- (f) Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement.
- (g) Conversion may be to part-year, annualised hours or seasonal employment where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties.
- (h) An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (i) that rejection is solely based upon the ground set out in 20.2(d)(iii) above; and
- (ii) that ground ceased to apply.

## **21.0 JOB EVALUATION AND BROADBANDED POSITIONS**

### **21.1 Job Evaluation**

- (a) In evaluating the salary classifications for positions covered by Levels 1 to 9 of this Agreement, the University will use:
  - (i) the UNSW Classification Descriptors referred to at Schedule 9 of this Agreement which will be applied consistently and transparently, based on the principles of equity; and
  - (ii) information that accurately describes the position such as a current position description.
- (b) A Job Evaluation Panel will be established which will:
  - (i) consist of two (2) nominees of each of the Unions and the same number of other staff nominated by the University. The University will ensure that members of the Job Evaluation Panel will be appropriately trained in the UNSW Classification Descriptors and in job evaluation;
  - (ii) assist the University, where requested, in the job evaluation procedure;
  - (iii) act as a source of advice for employees in job evaluation; and
  - (iv) meet twice a year, upon request, to discuss the job evaluation process and consider standard documentation used by the University.
- (c) The salary classification of all positions will be determined by the Director, Human Resources in accordance with subclause 21.1(a) above.

### **21.2 Application for Re-evaluation of a Position**

- (a) If an employee is of the view that their level of work has so changed as to merit re-evaluation and a supervisor refuses to apply for such re-evaluation, the employee may have the position re-evaluated by Human Resources.
- (b) Where an existing position is re-evaluated to a higher level, the effective date of the re-evaluation will be the date of submission to the University, or an earlier date as agreed between the supervisor and the employee.
- (c) Without limiting the University's ability to change a position under clause 29.0 – Managing Change in the Workplace - of this Agreement, an application for re-evaluation under subclause 21.2(a) will only result in a position being reclassified to a higher level or no change to the current level.



### **21.3 Broadbanded Positions**

- (a) This clause will not apply to employees at [UNSW@ADFAUNSW Canberra](#), however, the broadbanding system in place at [UNSW@ADFA Canberra](#) on the day before the commencement date of this Agreement will continue to apply to those employees.
- (b) Broadbanding involves the classification of a position across two or more classification levels in the UNSW Classification Descriptors.
- (c) Where a position is broadbanded the incremental steps across those levels will be collapsed to create a new broadbanded incremental range with fewer incremental steps as set out in [Schedule 6](#) of this Agreement.
- (d) The position description for a broadbanded position will include a description of:
  - (i) the range of duties and/or accountabilities for the position at each classification level consistent with the descriptors; and
  - (ii) the review process and the requirements to be met to progress to the higher classification level.
- (e) An employee appointed to a broadbanded position will be appointed to the classification level consistent with both the range of duties and accountabilities to be undertaken and their experience and skills.

## **PART D - HOURS OF WORK, SHIFT WORK AND OVERTIME**

### **22.0 ORDINARY HOURS**

- (a) “Ordinary hours of work” refers to either 35 hour per week employees (7 hours per day worked within the appropriate span of hours), or 38 hour per week employees (7.6 hours per day worked within the appropriate span of hours) as set out in [Schedule 5](#) of this Agreement.
- (b) A 38 hour per week employee may change employment to 35 or 36 hours per week provided that:
  - (i) one (1) month’s written notice is provided to the University;
  - (ii) the employee will receive 35/38ths or 36/38ths of the annual salary and other employment conditions applying to a 38 hour per week employee;
  - (iii) the proposed change does not adversely affect the University’s operational requirements; and
  - (iv) the employee may only revert back to 38 hours per week with the approval of the University.

## 23.0 SPAN OF HOURS

### 23.1 General

- (a) The span of hours of work for employees is as set out in Column C of Schedule 5. An employee will receive the base rate of pay for working any hours within the span of hours, plus any applicable shift loading (in accordance with clause 27.0) or overtime penalties (in accordance with clause 28.0).
- (b) An employee will only be required to attend for duty:
- (i) once in a single day, unless such other arrangement already exists as at the date of this Agreement; and
  - (ii) not more than 5 out of 7 days, unless such other arrangement is agreed between the University and the employee.
- (c) An employee ~~employed as a Theatre Technician~~ performing audio visual technician and/or theatre technician and related duties may be required to work a shift of up to 12 ordinary hours, provided that an average of 38 hours per week is worked over two (2) weeks.

### 23.2 Flexible Working Arrangements

- (a) The University recognises that benefits flow to the University from family friendly and flexible work arrangements, such as part-time employment, and that these arrangements should be made available to all employees, subject to the requirements of the work unit. Supervisors and employees will balance organizational and individual needs in determining individual working arrangements.

Participation in the Flexible Working Arrangements is voluntary. Employees may elect to join or leave this Arrangement at any time, in consultation with their supervisor.

Flexible Working Arrangements provide for

- Greater flexibility in working hours to assist with workloads and meeting deadlines
- A fair recognition of time worked
- Balance between work and personal lives
- Recognition of the need for reasonable adjustments for employees with carer responsibilities and/or with disabilities.

If employees elect to work a standard 7 hour day, 35 hours per week, approval is required from the supervisor to re-join the Flexible Working Arrangements.

The Flexible Working Arrangements will allow Professional Staff to vary their daily starting and finishing times within the Hours and Span of Work, in consultation with their supervisor, subject to organizational requirements. The employee's supervisor is the person who approves their leave and attendance.

The Flexible Working Arrangements is based on a four weekly settlement period commencing on the Friday following every second pay day.

Where gainful work is available, employees may accrue flex time for those hours worked in excess of 7 hours per day unless it is paid overtime. A maximum of 14 hours credit or debit may be carried forward to the next settlement period. Flex time in excess of 14 hours will be forfeited other than in circumstances where the employee has been directed not to take flex leave due to organizational needs. In such cases the additional time will be paid out on an hour for hour basis.

Supervisors will not unreasonably refuse a request to take leave from accrued flex time. Accrued flex time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties

In exceptional circumstances, such as peak work periods, with the approval of the Dean or Head of the work area, employees may carry forward an additional 2 days of flex time, on the condition that the supervisor and employee agree to a strategy to ensure the employee reduces their accrued flex time.

The University will consider other requests for family friendly and/or flexible work arrangements, such as part-time work or job sharing arrangements, should an employee make one. These will be developed between an employee and their supervisor or manager, and will be subject to the requirements of the work unit.

~~(b) — The University may approve an arrangement whereby an employee might work flexible start and finish times and/or work more than the number of ordinary hours of work to accumulate flex-time hours which may then be taken as time off work at a later time mutually agreed between the employee and the supervisor. Accrued flex time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties.~~

## **25.0 Flexible Workplace Adjustment**

(a) Continuing and Fixed Term staff with at least 12 months' continuous service and Casual staff engaged on a regular and systematic basis for at least 12 months may apply for Flexible Workplace Adjustment in the following circumstances:

- a. the staff member is the parent, or has responsibility for the care, of a child who is of school age or younger;
- b. the staff member is a carer (within the meaning of the *Carer Recognition Act 2010*);
- c. the staff member has a disability;
- d. the staff member is 55 or older;
- e. the staff member is experiencing Domestic Violence; or
- f. the staff member provides care or support to a member of their immediate family or household, who requires care or support because they are experiencing Domestic Violence from the member's family.

(b) Flexible Workplace Adjustment may include changing from full-time work to part-time work (including after returning to work following parental leave), and returning to full-time work; job sharing; changing starting and finishing times; adjusted breaks during the day; decreasing hours of work; flexible working hours and periods of leave without pay.

(c) To access a Flexible Workplace Adjustment, eligible staff must apply in writing to their Supervisor, setting out the nature and duration of the Adjustment they are seeking.

- (d) The University must genuinely consider the application including any alternative proposals submitted by the staff member, and provide a written response within 21 days.
- (e) Applications under this clause may be refused only on reasonable business grounds. If an application is refused, the University will provide detailed reasons to the staff member.

## 24.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS

- (a) “Established pattern of hours” is the pattern of hours within the span of hours worked by an employee consistent with the custom and practice of the work unit.
- (b) Notification of changes to the established pattern of hours of an employee within the span of hours as set out in Schedule 5 will be as follows:

<b>Type of Change of ordinary Hours</b>	<b>Period of Notice by University</b>
Temporary change	7 days’ notice (or less if mutually agreed between the employee and their supervisor)
Permanent change	21 days’ notice (or less if mutually agreed between the employee and their supervisor)

- (c) Any proposed change that gives rise to a dispute on the application of this provision, including where an employee’s personal commitments are concerned, will be dealt with according to the dispute resolution procedures of this Agreement. Until the matter is resolved, no change to the employee’s established pattern of hours will take place.
- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with clause 29.0 – Managing Change in the Workplace - of this Agreement.

## 25.0 SHIFT ROSTERS

Where an employee is required to work according to a roster, the following arrangements will apply:

- (a) Work rosters will be posted in a readily accessible place.
- (b) All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (c) Changes or variations to shift rosters will be notified at least seven (7) calendar days prior to becoming operative.
- (d) A shift roster may be changed at any time to enable the functions of the University to be carried on, where another employee is absent from duty because of illness or in an emergency. However, if such an alteration involves an employee working on a day that would have been the employee’s day off, such

time worked on that day will be paid for at overtime rates or time off in lieu will be taken on a mutually agreed day.

- (e) Places in shift rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

## **26.0 MEAL BREAKS**

- (a) An employee will not be required to work more than five (5) hours without a meal break of not less than 30 minutes and, except where a flex-time system allows, for not more than one hour.
- (b) However, except as provided in subclause 26.0(c), when an employee is called upon to work any portion of their meal hours, such time will count as part of their ordinary working hours.
- (c) An employee occupying a trades position referred to in Category J of Schedule 5 and who is directed to work during meal breaks will be paid at the rate of double time for that period and continue to be paid at that rate until a meal break is allowed.
- (d) An employee will not be required to work overtime beyond 6.00pm without a meal break of at least 30 minutes and such a break will not count as time worked.
- (e) This clause will not apply to employees, such as field work employees where, by agreement between the University and the affected employees or their representative, no meal break is taken but a paid crib break of 30 minutes is allowed.
- (f) An employee occupying a trades position referred to in Category J of Schedule 5 will have a paid rest period of 10 minutes between 9.00am and 11.00am, or at an earlier time mutually agreed by the employee and the University.
- (g) an employee will be entitled to a 10 minute morning tea break and a 10 minute afternoon tea break. Flexible working arrangements can apply to adjust morning and afternoon tea breaks.

## **27.0 SHIFT PENALTIES**

- (a) Shift penalties payable under this Agreement are set out in Schedule 7 of this Agreement.
- (b) During the life of this Agreement, nothing will prevent the University and an employee agreeing to the payment of annualised shift loadings in lieu of the loadings described in this clause, provided that the annualised loading is not less than the value of the shift loadings over the course of the year.
- (c) The shift loadings payable under sections (a) and, (b) and (c) of Schedule 7 will be paid in addition to the base rate of pay for that part of the shift which is within

the defined span, and will not be paid for the part of the shift (if any) which falls outside the defined span.

~~(d) The shift loadings prescribed in section (c) of Schedule 7 will be cumulative upon any other shift loading also payable under section (c) in Schedule 7.~~

~~(e) The shift loadings payable under section (d) of Schedule 7 will be paid in addition to the base rate of pay to all employees, except for those employees whose shift loadings are provided for in sections (a), (b) or (c) of Schedule 7.~~

## 28.0 OVERTIME

### 28.1 Reasonable Overtime

The University may require an employee to work reasonable overtime at the applicable rates prescribed in this Agreement. An employee will not be required to work overtime if the employee satisfies the University that they cannot work that overtime. Wherever possible, an employee will be given at least 48 hours of notice of the overtime. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to the employee's health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the University;
- (iv) the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

### 28.2 Overtime Rates

Overtime rates will be calculated to the nearest quarter of an hour as follows:

Overtime Worked		Overtime Rate
Monday to Saturday outside of ordinary or rostered hours of duty	First two hours	1½ times the base rate of pay
	All hours thereafter	Double the base rate of pay
Overtime worked on a Sunday		Double the base rate of pay
Overtime worked on a public holiday		2½ times the base rate of pay

### 28.3 Part-Time Employees

A part-time employee who works more hours a week than their regular hours of work a week, but not in excess of the ordinary hours of work for a full-time employee in the same classification, will be paid at the base rate of pay plus 8.33% in lieu of annual leave for each additional hour worked.

**28.4 Break after Overtime**

- (a) Where overtime is necessary, an employee must have at least 10 consecutive hours off duty between work on successive days, if reasonably practicable.
- (b) Where an employee works overtime and does not have 10 consecutive hours off duty between the end of one period of duty and the start of ordinary duty on the next day, the employee:
  - (i) will be paid at the overtime rate until released from duty; and
  - (ii) is entitled to be absent from ordinary duty the next day without loss of pay until a 10 hour break has been taken.
- (c) Where a shift worker works overtime for the purpose of changing shift rosters or does not report for duty and a day worker replaces the shift worker, the arrangements provided for at subclauses 27.4(a) and (b) will apply as if eight (8) hours were substituted for 10 hours.

**28.5 Minimum Overtime Payment**

Type of Overtime	Min Payment
(a) When overtime is worked immediately before or after an ordinary hours shift (including a reasonable meal break)	Nil
(b) Where an employee is instructed to report for overtime on a day when the employee would not have to work, and on reporting for duty finds that there is no work.	3 hours
(c) Overtime on a Sunday or public holiday where the overtime is to perform essential work related to feeding animals, watering or similar activity.	3 hours
(d) All other overtime worked on a Sunday or a public holiday.	4 hours

<p>(e) Where an employee is called back to work after leaving the University, provided that:</p> <p>(i) each call stands alone;</p> <p>(ii) this does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.</p>	<p>4 hours</p>
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### **28.6 No Overtime Payment for Flexible Working Hours**

An employee who has the permission of the University to work flex-time and who works in excess or outside of the prescribed ordinary hours of work in a day or a week under that arrangement will not be paid overtime for those hours worked.

### **28.7 Overtime Barrier**

An employee at Level 8 or above will not be entitled to the payment of overtime (or arrangements in lieu under subclause 28.8). Provided that the University may approve, as it determines appropriate, either the payment of overtime or an arrangement for time off either in accordance with this Agreement or on another basis.

### **28.8 Time off in lieu of Overtime Payment**

- (a) If an employee works overtime and agrees to time off in lieu of overtime, the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example, four (4) hours overtime worked at double time is equal to eight (8) hours time off in lieu of overtime payment.
- (b) The maximum number of hours of time in lieu instead of overtime payments that may be accumulated will not be more than the number of ordinary hours in the employee's working week.
- (c) Time in lieu will be taken at a mutually agreed time, except that the time in lieu will be taken within three (3) months of the time that the overtime was worked. Where time in lieu as not been taken within the three (3) month period, the employee will be paid for the overtime at the applicable rate.

## **PART E – WORKPLACE AND ORGANISATIONAL CHANGE**

### **29.0 MANAGING CHANGE IN THE WORKPLACE**



### **29.1 Application**

- (a) This clause applies to employees employed on continuing and on fixed term employment, but not to casual employees, although a casual employee will not be excluded from relevant information and from attending a meeting held pursuant to this clause due to their employment status.
- (b) This clause does not apply to an employee in receipt of a total remuneration package of more than \$200,000 per annum.

### **29.2 General Principles**

- (a) The sound management of workplace change requires the involvement of the employees who will be directly affected by such change.
- (b) An employee representative will have the same rights to consultation and access to documentation as conferred on an employee under this clause.
- (c) The University will consider any proposal to minimise or eliminate the need for retrenchments at any time.

### **29.3 Minor Workplace Change**

The University will consult with employees who are likely to be significantly affected by minor workplace change issues prior to the formal implementation of any change. The University will allow a reasonable period for consultation to take place.

### **29.4 Major Workplace Change**

- (a) Major workplace change occurs in situations that have a major and substantial impact on the employee, such as, but not limited to:
  - (i) possible forced job losses;
  - (ii) outsourcing (including to UNSW controlled entities);
  - (iii) significant restructuring across an entire faculty, division, school or equivalent sized organisational unit;
  - (iv) relocation to another campus that involves unreasonable additional travel.
- (b) Where major workplace change is proposed, the University will:
  - (i) meet and consult with directly affected employees; and
  - (ii) provide a written, detailed workplace change proposal to directly affected staff as part of the consultation process.
- (c) The workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on staff, and the likely timeframe for consultation and implementation.

- (d) Directly affected employees will have an opportunity to respond to the workplace change proposal and the University will consider any alternative(s) put forward.
- (e) Directly affected employees will be advised in writing of any changes (including reason/s for changes) to the original proposal prior to implementation.
- (f) In filling positions in any new structure, the University will ensure that:
  - (i) an employee employed on either continuing or fixed-term employment whose position remains in the new structure and is not significantly changed will continue to hold the same or substantially similar position in accordance with their contract of employment; and
  - (ii) an employee whose position does not remain in the new structure will be given first opportunity to submit an expression of interest in any positions that have been created or made vacant in the restructure.
- (g) Where, arising from the process referred to at subclause 29.4(f)(ii), an employee has not submitted an expression of interest in any positions in the new structure or whose expression of interest is unsuccessful, the University may place the employee in ~~any~~ a position in the new structure or elsewhere within the University where the employee holds the necessary skills, qualifications and/or experience for the position, for a similar position. Relocation to another campus or work location will only occur with the employee's consent. In this circumstance, the placement of the employee will be made on the employee's existing terms and conditions of employment, including classification and salary. Where no such placement is made, the provisions of subclause 29.5 will apply.
- (h) The placement of an employee pursuant to subclause 29.4(g) will be made for a trial period of not less than three (3) months. Where the trial is not successful, the employee will be advised by the University in writing of the reason the trial was not successful and that the provisions of subclause 29.5 will apply.

## **29.5 Implementation of Redeployment and Retrenchment**

Where, following completion of the processes referred to in clause 29.4, an employee does not hold a position in the new structure or elsewhere within the University, the Director, Human Resources, will write to the employee and advise that the redeployment and retrenchment provisions of subclause 29.6 will apply, subject to subclause 29.8 below.

## **29.6 Process - Redeployment and Retrenchment**

- (a) Where the Director, Human Resources, has written to an employee pursuant to subclause 29.5, the employee must elect to seek redeployment within a period of two (2) weeks or be retrenched.
- (b) Where the employee elects to seek redeployment, the employee will undertake a redeployment process for a period of 10 weeks from the date of election. Where the University and the employee cannot identify an agreed suitable alternative

position within the 10 week redeployment period, the employee will be retrenched.

- (c) At any time during the 10 week redeployment period, the employee may elect to terminate the redeployment process and be retrenched.
- (d) A redeployment placement will be made on the basis of a trial period. Where the trial is not successful, the employee will be advised by the University in writing of the reason the trial was not successful and the employee will be retrenched in accordance with subclause 29.6(g) below.
- (e) An employee who does not elect redeployment in accordance with clause 29.6(a) will be given written notice by the University of not less than ten (10) weeks of the date of retrenchment or, at the election of the employee, the payment of 10 weeks' salary in lieu of notice, provided that the University may place the employee on paid leave (not being annual leave or long service leave) during the notice period.
- (f) An employee who elects to work part or all of the ten (10) week notice period (including through a redeployment process) will only receive on retrenchment payment for the balance of the 10 weeks not worked.
- (g) An employee who is retrenched will be entitled to the following payments at their base rate of pay:
  - (i) a severance payment based on three (3) weeks salary for every completed year of continuous service ~~to a maximum of 52 weeks;~~
  - (ii) payment for accrued annual leave in accordance with clause 37.0;
  - (iii) payment on a pro-rata basis for leave loading in accordance with clause 37.0 ; and
  - (iv) payment for any long service leave in accordance with clause 38.0.

#### **29.7 Redeployment to a Lower Level Position**

An employee who agrees to be redeployed to a position at a level lower than their previous salary level will receive salary maintenance at their previous rate of pay for 12 months.

#### **29.8 Acceptable Alternative Employment**

- (a) Consistent with the principle to minimise or eliminate the need for retrenchments, the University may at any time apply to the FWCA to have the severance payment or retrenchment benefit varied or waived, where the University obtains ~~acceptable~~ alternative employment acceptable for an employee.
- ~~(b) Until such time as the University's application is determined by the FWCA, an employee who is the subject of the application must not unreasonably refuse to~~

~~comply with a direction by the University to perform work, whether at the same or another work unit, which is appropriate for the employee to perform.~~

## **PART F –PERFORMANCE MANAGEMENT AND DEVELOPMENT**

### **30.0 WORKLOADS**

Key indicators for high workloads for Professional Staff is the use of excess overtime, and/or the accrual of excess flex time and not being able to take the time off, and/or high levels of accrued annual/long service leave with applications for leave regularly rejected.

- (a) An employee (or group of employees) who has concerns about the level of their workload may raise those concerns with their supervisor in the first instance for resolution.
- (b) Where the process at subclause 30.0(a) does not resolve the employee's concerns, the employee may raise their concerns with the senior manager of their work unit for resolution.
- (c) Where the process at 30.0(b) does not resolve the employee's concerns, the employee may refer the matter to the Director, Human Resources ~~for final resolution~~. Employees may have their representative support them through this process.

### **31.0 PROBATION**

- (a) A new employee will be required to serve a period of probation at the commencement of employment not exceeding six (6) months. Subject to the approval of the Director, Human Resources, an employee appointed to a position classified at Level 10 or above may be required to serve a probationary period of up to 12 months if it is reasonable having regard to the nature of the position.
- (b) Any second or subsequent fixed-term contract with the University will not contain a probationary period, unless the second or subsequent fixed term contract is for a position where the duties are substantially different.
- (c) An employee will be advised of, and given an opportunity to make response to, any adverse material about their performance or conduct which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

### **32.0 INCREMENTAL AND ACCELERATED PROGRESSION**

- (a) Incremental progression through the steps set out in Schedule 1, Schedule 2 and Schedule 6 of this Agreement will occur annually. Progression will continue to the top step of the relevant salary range for the position, except where a determination is made under clause 32.0(d) below.

- (b) Where an employee's performance is recognised as being of an exceptionally high standard, the Dean or Divisional Head may approve accelerated progression of two steps.
- (c) Where the employee's performance is not satisfactory and a supervisor proposes to withhold an increment from an employee entitled to incremental progression, the supervisor will:
  - (i) advise the employee of the reasons for the proposed withholding of the increment; and
  - (ii) give the employee an opportunity to respond to the reasons provided; and
  - (iii) allow sufficient opportunity (usually at least three (3) months) for the employee to improve performance to the standard required to progress to the next incremental step.
- (d) Where the steps referred to in subclause 32.0(c) have been carried out and the supervisor remains of the view that the increment should be withheld, the supervisor Dean or Divisional Head will make a recommendation to the Director, Human Resources, who will make a final determination.

### **33.0 PROFESSIONAL DEVELOPMENT**

An employee will meet annually with their supervisor in order to review and discuss their work in the past year, their work in future years and the employee's own personal career development. [CPSU – FURTHER WORK / CONSULTATION REQUIRED] The major areas for discussion will include:

- (a) how the employee's position links to the wider plans of the work unit and of the University;
- (b) allocated duties within the work unit and the employee's development needs associated with meeting work unit and University goals;
- (c) where relevant, facilitating development needs for broadbanding progression; and
- (d) support needed by the employee from the work unit and from the University in order to achieve personal career goals.

### **PART G – MANAGEMENT OF DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT**

The procedures set out in this clauses 34.0 and 35.0 of this Agreement must be followed before a decision to terminate an employee on the grounds of unsatisfactory performance or serious misconduct. It is noted that repeated misconduct can constitute serious misconduct. Clauses 34.0 and 35.0 of this

Agreement do not apply to an employee at Level 10 or above, a casual employee or an employee serving a period of probation.

### **34.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE**

#### **34.1 Management of Unsatisfactory Performance**

- (a) Where performance concerns have been discussed at an early stage with an employee, but such discussions have not led to sufficient improvement in the employee's performance and the University wishes to formalise the concerns it will:
  - (i) advise the employee in writing of the deficiencies in performance and identify the performance standard required.
  - (ii) provide the employee with an opportunity to respond to the concerns and to raise any mitigating circumstances.
  - (iii) if still concerned having considered any response by the employee, provide the employee with:
    - (A) an outline of the performance deficiencies and the performance standard required;
    - (B) a reasonable opportunity and timeframe to improve performance to the standard required; and
    - (C) guidance, assistance or counselling necessary to improve performance.
- (b) Where the supervisor believes that the employee's performance remains unsatisfactory following the steps set out in subclause 34.1(a) above, the supervisor will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the supervisor's assessment.

#### **34.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an employee following the procedures outlined in subclause 34.1 will prepare a recommendation for consideration by the Executive Delegate.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclauses 34.1 and any response made by the employee, including mitigating circumstances and any other relevant material.

- (c) A copy of the recommendation will be provided to the employee. An employee will have a period five (5) working days after being provided with a copy of the recommendation to provide to the Executive Delegate a submission in response to the recommendation.
- (d) The Executive Delegate will make a final determination as to whether the employment should be terminated having taken into account both the Dean/Divisional Head's recommendation and any response by the employee.

## **35.0 MANAGEMENT OF MISCONDUCT OR SERIOUS MISCONDUCT**

### **35.1 Management of Allegations of Misconduct or Serious Misconduct**

- (a) Where a matter of possible misconduct arises, it will normally be discussed by the supervisor (or where relevant the senior manager) with the employee to determine whether it can be resolved through guidance, counselling or other appropriate action in the first instance.
- (b) Where the discussion in subclause 35.1(a) has not resolved a matter or is inappropriate due to the serious nature of the allegation(s), a supervisor (or where relevant the supervisor's supervisor) will detail the allegation(s) of misconduct or serious misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- (c) Where an allegation(s) of misconduct or serious misconduct has been made against an employee, the University may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.
- (d) The Dean or Divisional Head of the work unit in which the employee is employed will consider the employee's response to the allegation(s) and any other relevant material, and advise the employee of any proposed action.

### **35.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an employee following the procedures outlined in subclause 35.1 above will prepare a recommendation for consideration by the Executive Delegate.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclause 35.1 and any response made by the employee, including mitigating circumstances and any other relevant material.
- (c) A copy of the recommendation will be provided to the employee. An employee will have a period of five (5) working days after being provided with a copy of the recommendation to provide to the Executive Delegate a submission in response to the recommendation.

- (d) The Executive Delegate will make a final determination as to whether the employment should be terminated having taken into account both the Dean/Divisional Head's recommendation and any response by the employee.

## PART H LEAVE ENTITLEMENTS AND CONDITIONS

### 36.0 GENERAL LEAVE CONDITIONS

#### 36.1 General

- (a) Absence on any form of approved leave does not break continuity of service with the University.
- (b) Absence on any form of paid leave will count as service for all purposes.
- ~~(e)~~
- (c) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed 10 years service with the University and the period of the unpaid parental leave taken is less than six (6) months.
- ~~(e)(d)~~ All other forms of unpaid leave will not count as service subject to clause 36.1(c) above and clause 38,6 below
- (e) In the event of the death of an employee, the monetary value of all annual leave and long service leave for which the employee was eligible at the time of death will be paid to their 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.
- (f) The university will only refuse an application for Annual Leave of Long Service Leave on reasonable business grounds. Reasonable business grounds include short periods of leave, being less than 3 weeks, during peak/critical work periods.

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#### 36.2 Part-time Employees

The entitlements that apply to full-time employees (other than casual employees) set out in Part H of this Agreement will apply to part-time employees on an equivalent pro rata basis.

#### 36.3 Casual Employees

A casual employee will not be entitled to the leave entitlements and provisions set out in clauses 37.0 – 45.0 of this Agreement, except where an express provision otherwise applies.

### 37.0 ANNUAL LEAVE

#### 37.1 Entitlement and Accrual

##### General



- (a) An employee (other than a 7 day continuous shiftworker) will be entitled, after the completion of each 12 months of service, to take four (4) weeks of annual leave at their base rate of pay in addition to any public holiday occurring while on annual leave.
- (b) A 7 day continuous shiftworker will be entitled, after the completion of each 12 months of service, to take five (5) weeks of annual leave at their base rate of pay, in addition to any public holidays occurring while on annual leave.

#### **Accrual**

- (c) Annual leave will accrue progressively (on a fortnightly basis). Untaken annual leave will accumulate from year to year.
- (d) Annual leave will accrue at half the normal rate during any period of leave on half pay.

#### **37.2 Direction to Take Annual Leave**

- (a) The University may direct an employee to take annual leave where an employee has an accrued entitlement to annual leave of 6 weeks or more to reduce their entitlement to not less than 3 weeks at the conclusion of the leave. In special circumstances (e.g. planning overseas travel), an employee may, with the prior approval of their senior manager, accrue annual leave to a maximum of 8 weeks, provided that such leave must be reduced to not more than 2 weeks and taken within six (6) months.
- (b) Where the University directs an employee to take annual leave, it will:
  - (i) discuss the timing of the leave with the employee and take into consideration any wishes of the employee;
  - (ii) allow the employee an opportunity to submit an application to take an appropriate amount of leave at a mutually agreed time;
  - (iii) allow the employee to take leave in one or more blocks if the employee wishes to do so; and
  - (iv) provide the employee with reasonable notice of the leave to be taken.
- (c) Nothing in this clause limits the University's capacity to direct an employee to take no more than 3 days of annual leave when the University is shut down around the Christmas/New Year period as part of the standard leave arrangements referred to in subclauses 37.1 and 37.2 of this clause. Provided that an employee with an annual leave balance of less than 6 weeks at the date of the shut down may elect to use available flex time or time off in lieu of overtime, leave without pay, or a combination thereof, instead of annual leave, or be granted annual leave in advance.

- (d) The provisions of subclause 37.2 are reasonable having regard to the nature of the University's operations and the flexible work arrangements for employees covered by this Agreement.

### **37.3 Illness during Annual Leave**

If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that they have been incapacitated for a period of 3 days ~~one (1) week~~ or more while on annual leave, the University will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee on annual leave immediately prior to retirement, resignation or termination of employment.

### **37.4 Payment of Annual Leave on Termination**

An employee, whose employment terminates for any reason, will be paid any untaken accrued annual leave on termination.

### **37.5 Annual Leave Loading**

- (a) An employee will be granted an annual leave loading equivalent to 17½% of four (4) weeks at the employee's base rate of pay. The loading payable will not in any case exceed the loading on the maximum salary equivalent to that applicable to an employee working 35 hours per week whose position is classified at Level 9.
- (b) An employee on shift work who proceeds on annual leave will be paid the greater of:
- (i) in respect of leave taken in any period of 12 months, shift penalties (or other allowance paid on a regular basis in lieu) the employee would have received had they not been on annual leave; or
  - (ii) the 17½% annual leave loading as prescribed in subclause 37.6(a) below. In the case an employee engaged on seven (7) day continuous shifts, the 17½% annual leave loading is to be calculated on the basis of 17½% of five (5) weeks of the employee's base rate of pay.
- (c) Payment of shift penalties will not be made for:
- (i) public holidays that occur during annual leave; or
  - (ii) leave that has been added to a period of annual leave in compensation for public holidays worked.

### **37.6 Payment of Annual Leave Loading on Termination**

- (a) Upon retirement or termination by the University for any reason other than misconduct, an employee who has not been paid an annual leave loading to

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which they are entitled will be paid the loading that would have been payable had the retirement or termination not occurred.

- (b) On resignation or dismissal for misconduct, annual leave loading is not payable when an employee is granted annual leave to credit or the monetary value.
- (c) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment will attract the annual leave loading, subject to the above conditions.
- (d) The annual leave loading is to be calculated on the employee's base rate of pay on the date when the employee commences annual leave or the annual leave loading is paid.
- (e) A part-time employee who satisfies the above conditions is eligible for the annual leave loading.

## 38.0 LONG SERVICE LEAVE

### 38.1 Entitlement

- (a) An employee is entitled to long service leave as follows:

<b>Years of Employment at UNSW</b>	<b>Entitlement</b>
Between 5 and 10 years	A proportionate amount of long service leave based on the equivalent of six (6) calendar days for each completed year, where employment of employee is terminated by: <ul style="list-style-type: none"> <li>(a) UNSW for any reason other than serious misconduct (including repeated misconduct); or</li> <li>(b) the employee on account of illness, incapacity, or domestic or other pressing necessity; or</li> <li>(c) reason of the death of the employee.</li> </ul>
After 10 years	3 months of leave on full pay; or 6 months of leave on half pay.
Between 10 and 15 years	3 months of leave on full pay or 6 months of leave on half pay; <u>plus</u> 9 calendar days per annum

After 15 years	4 months and 15 calendar days on full pay or 9 months on half pay;  <u>plus</u>  15 calendar days for each additional year of employment at UNSW.
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- (b) The completion of employment referred to at subclause 38.1(a) applies to either continuous or broken periods of employment.

### 38.2 Calculation

- (a) The monetary value of an employee's entitlement to long service leave under subclause 38.1(a) will be calculated at the employee's base rate of pay:
- (i) immediately prior to taking the leave; and/or
  - (ii) on termination of employment.
- (b) If an employee has been employed at the University partly on a full-time basis and partly on a part-time basis, the long service leave entitlement will depend on the employee's employment basis on the day immediately prior to taking the leave (or at the date of termination). If on that day the employee is full-time, long service leave is to be paid at the employee's full-time rate of pay. If on that day the employee is part-time, long service leave is to be paid at the employee's part-time rate of pay, based on the average fraction of service over the employment.

### 38.3 Casual Employees

A casual employee will be eligible for long service leave in accordance with the *New South Wales Long Service Leave Act 1955*.

### 38.4 Recognition of Other Employment and Service

- (a) For persons entering employment with the University on or after 1 January 1974, eligibility for long service leave will be determined taking into account prior continuous full-time and part-time paid service with the University and other Australian universities in accordance with the provisions in place the day before the commencement of this Agreement. A copy of these provisions will be in an easily accessible location on the University's web site.
- (b) Where an employee is granted leave for service in the Australian Defence Forces, such leave will be counted as ordinary service in calculating long service leave.
- (c) Where an employee is granted leave for a secondment or temporary transfer to the NSW Government Sector, such leave will be counted as ordinary services in calculating long service leave.

- (c) An application for recognition of prior service must be made by an employee in writing to the Director, Human Resources upon commencement of work at UNSW.

### **38.5 Accrual of Long Service Leave taken at Half-Pay**

Where an employee takes long service leave at half pay, the employee's entitlement to long service leave will accrue at half the rate described in subclause 38.1 above.

### **38.6 Leave Without Pay**

- (a) Where an employee has completed 10 or more years of employment with UNSW, any period/s of leave without pay not exceeding six (6) months will count as service for accrual purposes of long service leave.
- (b) Where an employee has completed 10 or more years of employment with UNSW and the period/s of leave without pay exceed/s six (6) months, the total of the period/s of the leave without pay will not count as service for accrual purposes of long service leave.
- (c) The University may count as service for accrual purposes of long service leave certain periods of leave without pay taken after 1 July 1971.

### **38.7 Direction to take Long Service Leave**

- (a) Nothing in this clause limits the University's capacity to direct an employee to take long service leave, provided that:
  - (i) the employee has a minimum long service leave entitlement of 100 working days; and
  - (ii) the employee is not required to take long service leave within two (2) years of their stated retirement date; and
  - (iii) the minimum period of the long service leave to be taken is 20 working days; and
  - (iv) the employee has not taken long service leave at the direction of the University in the previous two (2) years.
- (b) In directing an employee to take long service leave, the University will:
  - (i) provide the employee with reasonable notice of the leave to be taken;
  - (ii) discuss the timing of the leave with the employee;
  - (iii) take the employee's wishes into consideration in relation to the timing and duration of the leave; and
  - (iv) allow the employee an opportunity to submit an application to take such leave at a mutually agreed time.

### ~~38.8 Cashing out Long Service Leave~~

- ~~(a) An employee who has a long service leave accrual in excess of three (3) months may apply to convert part of that amount to a monetary equivalent of long service leave.~~
- ~~(b) This subclause will override any provision of the NSW Long Service Leave Act 1955 which is inconsistent with this clause.~~

## **39.0 PERSONAL LEAVE**

It is recognised that employees may need to access the types of leave described in subclauses 39.1 to 39.5, inclusive, for a variety of personal reasons.

### **39.1 SICK LEAVE**

An employee who satisfies the University that they are unable to perform their duties by reason of personal illness or personal incapacity will, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to sick leave with pay as follows:

#### **(a) Employees at UNSW@ADFA Canberra**

The sick leave entitlement of an employee employed at UNSW@ADFA Canberra is calculated by adding three (3) weeks' sick leave on the employee's leave accrual date in each year following the commencement of this Agreement to the employee's personal leave entitlement on the day before the commencement of this Agreement, and then subtracting from this calculation the total number of days of sick leave taken since the commencement of this Agreement.

#### **(b) All Other Employees**

The sick leave entitlement of an employee is calculated (in working days) by applying the greater of the periods specified in (i) or (ii) below:

- (i) 10 days during the first year of service;  
15 days in the second year of service; and  
30 days in any subsequent year of service.
- (ii) A period calculated by allowing two (2) weeks for each completed year of service and by deducting from that calculation the total number of days of sick leave previously taken during the whole of the employee's employment at UNSW.

#### **39.1.2 Notification of Illness**

An employee absent from duty due to personal illness or personal incapacity must inform their supervisor or manager as soon as the employee becomes aware that:

- (a) they will not be able to attend work; and
- (b) the likely period of the absence.

### 39.1.3 Application for Sick Leave

An employee must complete and submit an application for sick leave to their immediate supervisor immediately upon returning to duty, or in advance if the employee is aware of the need for such leave.

If any sick leave absence exceeds three consecutive working days, the employee must provide to their supervisor a medical certificate which covers the period of the absence and the nature of the illness or incapacity involved.

### 39.1.4 Other circumstances where a Medical Certificate may be required Production of Medical Certificate

- ~~(a) If any sick leave absence exceeds three (3) consecutive working days, the employee must provide to their supervisor a medical certificate which covers the period of the absence and the nature of the illness or incapacity involved.~~
- (b) Where concerns exist that an employee may be abusing sick leave, the The University may require that an employee to produce a medical certificate for any sick leave absence for a period of up to 6 months. , provided that the The employee must be has been advised previously in writing of this requirement prior to its application. The certificate from the medical practitioner must include a statement that the employee was/is unable to attend for duty on a day or days in respect of which the employee claims sick leave.

## 39.2 CARER'S LEAVE

### 39.2.1 Interpretation

“Carer’s leave” refers to the use of an employee’s entitlement to sick leave for the purposes of caring for an immediate family member. An employee may apply to the Director, Human Resources for carer’s leave with respect to a person not covered by the definition of “immediate family” but for whom there is a significant and close cultural or family relationship.

### 39.2.2 Entitlement to Carer’s leave

Carer’s leave is available as follows:

- (a) In the first year of employment, an employee can take up to 10 days of their available sick leave as carer’s leave.

- (b) In the second and subsequent years of employment, an employee can take up to 12 days of their available sick leave as carer's leave each year.
- (c) If an employee's current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (d) If all accessible leave for the purpose of carer's leave is exhausted, an employee may, with the approval of the Director, Human Resources, take any accrued entitlement to annual leave or long service leave or take leave without pay to cover the absence.

### **39.2.3 Conditions of Carer's Leave**

To be entitled to carer's leave, the following conditions must be met:

- (a) An employee would normally be responsible for the care and support of the person concerned.
- (b) An employee will not be entitled to take carer's leave where another person has taken carer's leave to care for the same person.
- (c) Any absence for carer's leave must be supported by a medical certificate or other satisfactory evidence confirming the requirement for care by another, subject to subclause 39.2.3(d) below.
- (d) A full-time employee will be entitled to a maximum of 21 hours each year for the purpose of caring for an immediate family member without having to provide a medical certificate or other satisfactory evidence.

### **39.3 COMPASSIONATE LEAVE**

- (a) An employee is entitled to three (3) days of paid compassionate leave for each occasion when:
  - a member of the employee's immediate family; or
  - a member of the employee's household; or
  - a person who is related by blood or marriage or who has a strong affinity with the employee by way of traditional or ceremonial affiliation

contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies.

- (b) An employee who is on a period of approved leave at the time of death of a person referred to at subclause 39.3(a) may apply for up to three (3) days of compassionate leave and be recredited the other period of leave, provided that such recrediting of leave will not occur more than once in any one calendar year.
- (c) An employee may convert accrued annual leave or long service leave to extend the period of compassionate leave for up to an additional 20 working days.



- (d) An employee who makes application for compassionate leave may be requested by the University to provide evidence or details of the circumstances giving rise to the application.

### **39.4 DOMESTIC VIOLENCE LEAVE**

- (a) The University recognises that both female and male employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- (b) The University may offer employees experiencing domestic violence a broad range of support. This includes where appropriate:
  - (i) [10 days of paid domestic violence leave and](#) access the types of leave described in subclauses 39.1, 39.2 and 39.3 of this Agreement;
  - (ii) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
  - (iii) changing work location, telephone number or email address.
- (c) Proof of domestic violence may be required by the University and which can be presented in the form an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.
- (d) The University will develop further policy in this area during the term of the Agreement.

### **39.5 PARENTAL LEAVE**

#### **39.5.1 Entitlements - Paid Parental Leave**

An employee has a basic entitlement to 52 weeks of unpaid parental leave. Within that 52 week period, an employee commencing parental leave after the commencement of this Agreement may take paid parental leave in accordance with the following table:

<b>Type of Paid Leave</b>	<b>Paid Leave Entitlement</b>	<b>Timeframe</b>	<b>Conditions</b>

<p><b><u>Maternity Primary Carer's</u></b></p>	<p>Commencement of employment up to 5 years of continuous service = 26 weeks (full pay)</p> <p>5 years or more of continuous service = 36 weeks (full pay)</p>	<p>52 weeks in total</p> <p>Commencement date may be up to 20 weeks prior to expected date of delivery/placement</p>	<ul style="list-style-type: none"> <li>• By agreement with the University may be taken in more than one consolidated period.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• Annual leave accrues on proportional basis of the full time entitlement where maternity leave is taken on a part time basis.</li> <li>• If a full-time employee has converted to fractional employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.</li> </ul>
			<ul style="list-style-type: none"> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> <li>• <del>Taken by the birth mother but can</del> Can be shared if both parents work at UNSW.</li> </ul>
<p><b>Adoption - child under 5 years</b></p>	<p>Commencement of employment up to 5 years of continuous service = 26 weeks (full pay - for child under 5 years)</p> <p>5 years or more continuous service = 36 weeks (full pay - for child under 5 years)</p>	<p>52 weeks in total</p> <p>Commencement from date of placement of child</p>	<ul style="list-style-type: none"> <li>• Adoption leave may not be accessed for a child who has been living with the partner (including same gender partner) of an employee prior to the employee adopting the child.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> <li>• Can be shared if both parents work at UNSW.</li> </ul>

<b>Adoption – child 5 years or older</b>	2 weeks (full pay) or 4 weeks (half pay)	52 weeks unpaid leave minus any paid leave entitlement.	<ul style="list-style-type: none"> <li>• By agreement with the University, such leave may be taken in more than one consolidated period.</li> </ul>
<b>Foster Parent</b>	3 weeks (full pay) (for child under 5 years)  2 weeks (full pay) (for child 5 years and over)	52 weeks unpaid leave minus any period of paid leave from the time that a foster child enters the employee's care on a long term placement	
<b>Partner (including same gender partner)</b>	2 weeks (full pay)	Commencement may be up to 3 weeks prior to the expected birth and up to 3 months after the birth	<ul style="list-style-type: none"> <li>• In addition, an employee whose partner <u>is the primary carer (and usually has given birth to a child)</u> will be entitled to a further unbroken period of 50 weeks unpaid partner leave.</li> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> </ul>
<b>Grand parent</b>	2 weeks (full pay) within any two year period	From the date of birth and up to 3 months after the birth	<ul style="list-style-type: none"> <li>• An employee must provide a statutory declaration confirming that the birth mother of the child has no partner available to provide care to the birth mother.</li> <li>• Leave may be taken in one or more consolidated period.</li> <li>• An employee may apply to take additional leave in the form of paid annual leave or long service leave or unpaid leave.</li> </ul>

### 39.5.2 General Conditions of Parental Leave

- (a) Unless it is impracticable, an employee will provide their supervisor with at least 10 weeks' notice of the intention to take parental leave and at least four (4) weeks' notice of the date on which the parental leave will commence.

- (b) An employee who has taken paid maternity leave will not be eligible for partner leave in respect of the same child.
- (c) All forms of paid parental leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid parental leave entitlement will be reduced by any period of paid parental leave taken by the employee's partner (including same-gender partner).
- (d) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- (e) If requested by an employee, any paid portion of parental leave may be paid as a lump sum.
- (f) The University will consider any request by an employee pursuant to subclause 39.5.8(a) having regard to the University's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the work unit or the University's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (g) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed ten (10) years of service with the University and the period of the unpaid parental leave taken is less than six (6) months. All other forms of unpaid leave will not count as service.

### **39.5.3 Fixed-term Appointments**

- (a) An employee on fixed-term employment will cease to have an entitlement to parental leave upon the expiry of the employment, except as provided for in subclauses 39.5.3(b) and (c) below.
- (b) An employee on a fixed term employment whose contract expires when she is at least 20 weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 39.5.1 unless:
  - (i) she was offered and refused another contract of employment broadly comparable to her existing position; or
  - (ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.
- (c) An employee on fixed term employment who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

### **39.5.4 Casual Employees**

- (a) A casual employee who is pregnant will be entitled to 14 weeks maternity leave on full pay and 38 weeks unpaid maternity leave provided that:
  - (i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding four (4) months, immediately prior to the pregnancy; and
  - (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

All other casual employees employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

- (b) Notwithstanding subclause 39.5.4(a), a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.
- (c) A casual employee who takes maternity leave will remain an employee of the University for the period of maternity leave.
- (d) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give reasonable consideration to the employee for suitable casual work.
- (e) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12 months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

#### **39.5.5 Continuity of Service and Other Conditions of Employment**

- (a) Incremental progression will continue during periods of paid parental leave and where the employee has either been at work or on paid leave for at least six (6) months of the previous 12 month period.
- (b) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.

#### **39.5.6 Unplanned Cessation of Parental Leave**

- (a) If parental leave has commenced, or has been approved but not commenced:

- (i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during the period that the staff member is on leave; or
  - (ii) in the case of adoption leave, the child dies during the period that the employee is on such leave.
- (b) In each of the circumstances referred to at subclauses 39.5.6(a)(i) and (a)(ii), parental leave will cease on the date of the death of the child or the date of the unplanned cessation. Commencing the following day, an employee will be entitled to be absent from duty on special maternity/adoption leave for a period of up to 14 weeks payable at their base rate of pay. Unless an earlier date is agreed between the employee and the University, the employee will return to duty at the completion of this period.
- (c) In addition to the 14 weeks of paid leave provided for in subclause 39.5.6(b), an employee may apply for and be granted further leave such as sick leave, compassionate leave, annual leave, or long service leave as prescribed in this Agreement.
- (d) Documentation will be required to support any period of leave pursuant to subclause 39.5.6 (a) above.

#### **39.5.7 Resumption of duty**

- (a) On finishing parental leave, an employee is entitled to resume work in the position the employee held immediately before commencing parental leave except that:
  - (i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;
  - (iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.
- (b) An employee on parental leave will be consulted in accordance with clause 29.0 - Managing Change in the Workplace - of this Agreement concerning any significant workplace change affecting the position the employee held before commencing parental leave.

- (c) If that position no longer exists, the University will employ the employee in a position commensurate with the classification and duties of the position the employee was performing immediately prior to taking parental leave.
- (d) If no such position is identified, the employee may be retrenched with the appropriate retrenchment benefit in accordance with clause 29.0 - Managing Change in the Workplace - of this Agreement.
- (e) An employee may negotiate with the University to return to work from a period of parental leave earlier than the date originally approved.

#### **39.5.8 Return to Work on a Part-Time Basis**

- (a) A full-time employee on a period of parental leave may return to work on a part-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.
- (b) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.
- (c) If it is not practicable for an employee to resume work on a part-time basis in the position held by the employee prior to taking parental leave, the employee will be so advised. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to the employee's former substantive position for the period of part-time employment.
- (d) At the conclusion of the period of part-time employment, the employee will return to their substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclauses 39.5.7(c) and (d) will apply.

#### **40.0 SPECIAL LEAVE**

- (a) Special leave with pay of up to three (3) days per year may be given to an employee on account of special circumstances or emergencies. Applications for special leave will be considered on their merits.
- (b) Special circumstances or emergencies:
  - (i) may include situations such as where the employee's home has been damaged by fire, flood or other mishap, burglary, or where the employee is to take part in state emergency services activities.
  - (ii) do not include situations such as moving house, care of an immediate family member, attendance at union state or national conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.

- (c) There is no entitlement to special leave if the leave requested coincides with any other period of leave.

## **41.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES**

An employee of the University will be granted annual leave or long service leave (where the employee has an entitlement to annual leave or long service leave) or leave without pay or leave from accrued flexible working hours for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

## **42.0 JURY LEAVE AND WITNESS LEAVE**

### **42.1 Jury Leave**

- (a) An employee required to serve as a juror will:
  - (i) notify their supervisor of the dates of any absence from work expected as a result of that service.
  - (ii) provide the University with proof of the dates of attendance, and the monies received for the jury service, other than any travel allowance.
- (b) The University will pay to the employee their full salary for the period of jury service, but the employee is required to pay the University the money received for the jury service, other than any travel allowance.

### **42.2 Witness Leave**

- (a) An employee required to attend a court or tribunal as a witness must notify the University, through their supervisor, of the dates of any absence from work.
- (b) An employee required as a witness by the University, or directly in a matter relating to a University award or industrial agreement, will be regarded as being on duty and consequently there will be no loss of pay or leave for the absence from work.
- (c) An employee called as a witness by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take annual leave. Where this occurs, the employee must notify their supervisor in advance.

## **43.0 DEFENCE FORCES LEAVE**

### **43.1 Amount of Leave**

An employee may be granted 6 weeks of paid leave to attend Defence Forces Reserves Training programs or courses, ~~on the following basis:~~



<b>Service</b>	<b>Annual Training</b>	<b>School, class or course of instruction</b>
Navy	13 calendar days	13 calendar days
Army	14 calendar days	14 calendar days
Air Force	16 calendar days	16 calendar days

### 43.2 Additional Leave

- (a) Additional leave not exceeding four weeks (4) calendar days in any period of 12 months may be approved on written certification of its necessity by the employee's Commanding Officer.
- (b) ~~Any further~~ Further leave may be granted and deducted from the employee's accrued annual leave and/ or long service leave or taken as leave without pay.
- (c) The University will favourably consider on ~~a case-by-case basis~~ an application submitted by an employee for paid leave of up to 12 months in addition to the provisions referred to at subclauses (a) and (b) above where the University is reimbursed for the employee's absence through a scheme funded by the Commonwealth Government.

### 43.3 Refusal of Leave

The University may refuse an application for leave if it would be seriously inconvenient to the work unit to grant the leave requested.

## 44.0 STUDY AND EXAMINATION LEAVE

- (a) Where a supervisor approves a course of study being undertaken by an employee which has direct relevance to their position, study time of ½ an hour for each 1 hour of class contact time (or equivalent for distance education) is available up to a maximum of four (4) hours per week.
- (b) In addition to the study time referred to in subclause 44.0(a), additional time off may be granted for the purpose of attending examinations required in the course of study.
- (c) An employee and their supervisor may negotiate reasonable flexible arrangements for study not directly relevant to their position. For example, an employee may be given approval to access flexible working hours to attend a lecture or class which falls within a work unit's core hours.

## 45.0 PUBLIC HOLIDAYS AND UNIVERSITY HOLIDAYS

- (a) An employee will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:
  - New Year's Day
  - Australia Day
  - Canberra Day (UNSW@ADFA only)

- Good Friday
  - Easter Monday
  - Anzac Day
  - Queen's Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day
  - August Bank Holiday (to be taken on the first weekday after Boxing Day)
  - all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable)
- (b) All working days between Christmas Day and New Years Day will be deemed University Holidays.
- (c) An employee required to work on a University Holiday will be permitted to take a day off in lieu of each such day worked at a time agreed between the employee and their supervisor.
- (d) Where a Public Holiday prescribed in this clause falls on an employee's rostered day off and the employee does not work on that rostered day off, the employee will be entitled to an additional day of leave (or at the option of the University, an additional day's pay at the base rate) in lieu of such holiday. Such leave is to be taken at a time mutually convenient to the employee and the University.
- (e) Where a public holiday prescribed in this clause falls during a period on which an employee is on annual leave, sick leave or long service leave, the public holiday will not count as a day of any such leave.
- (f) Where a public holiday prescribed in this clause falls during a period on which an employee is on either long service leave or maternity leave at half-pay, payment for the public holiday will be made at half pay.

## **PART I OTHER ITEMS**

### **46.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- (a) The University and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement on any of the following matters:
- (i) taking of long service leave; and
  - (ii) taking of annual leave.
- (b) The terms and conditions that apply to making an individual flexibility arrangement are set out at Schedule 8 of this Agreement.

## 47.0 UNION ARRANGEMENTS

- (a) An employee who has been appointed as a union representative for a Union will be allowed reasonable paid time, and will be considered to be on duty, for the conduct of union activities. For example, attending meetings in support of union members meeting with management, including meetings at tribunals, is considered to be on duty.
- (b) A maximum of 20 working days per annum may be accessed by appointed union representatives of each Union to attend external union meetings, trade union training courses and such associated activities, provided that:
- (i) adequate written notice has been given to the Manager, Industrial Relations;
  - (ii) the absence of an individual employee is not inconvenient to the operations of their work unit; and
  - (iii) no individual union representative may be absent for more than six (6) working days per annum.
- (c) A Union meeting should be held during meal breaks or other work breaks, and may only be held during working hours if agreed, in writing, between a Union and the Director, Human Resources. This clause does not confer any entitlement to right of entry other than in accordance with Part 3-4 of the Act.
- (d) The University will include in individual staff induction packages an application form for each Union and invite a representative from each to attend inductions.

The Chair or President of the union will have 50% of their working time available for supporting/representing colleagues and undertaking the association's work.

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## 48.0 INDIGENOUS EMPLOYMENT

During the life of this Agreement, the University will:

- (a) Continue to implement its Indigenous Employment Plan (the "Plan"), and develop a new Indigenous Employment Plan for the period at least of the nominal life of this Agreement;
- (b) Develop and maintain a consultative mechanism for maintaining effective links with Indigenous communities and agencies, and include an Indigenous staff member nominated by the Unions in any committee or like body which has the responsibility for monitoring or overseeing the implementation of the Plan;
- (c) Actively pursue the targets for increased Indigenous employment included in the present and any future Plan; and

- (d) Consult the Unions up to twice a year, upon request, about progress in developing or implementing the Plan.

#### **49.0 EMPLOYMENT EQUITY**

- (a) The University is committed to implementing an Equal Employment Strategy during the life of this Agreement. Two key objectives of this Strategy will be to:
  - (i) Emphasise programs to support the development of female staff into senior positions within the University; and
  - (ii) develop measures to support the needs of staff with disabilities or family responsibilities.
- (b) The University will consult with the Unions up to twice a year, upon request, about progress in developing or implementing these objectives [and implementing the Government Sector Employment Act 2013](#).

#### **50.0 STAFF PERSONNEL FILES**

An employee will be able to view their Personnel File and should be advised of any adverse reports or documents relating to performance placed on that file.

**SCHEDULE 1 - GENERAL STAFF SALARY RATES (35 HOUR WEEK)**

<b>Level</b>	<b>Step</b>	<b>10/07/09 2.0%</b>	<b>8/01/10 2.0%</b>	<b>9/07/10 2.0%</b>	<b>7/01/11 2.0%</b>	<b>8/07/11 2.0%</b>	<b>6/01/12 2.0%</b>	<b>6/07/12 2.0%</b>	<b>4/01/13 2.0%</b>	<b>5/07/13 2.0%</b>
<b>1</b>	1	35,386	36,094	36,816	37,552	38,303	39,069	39,850	40,647	41,460
	2	36,370	37,097	37,839	38,596	39,368	40,155	40,958	41,777	42,613
	3	37,355	38,102	38,864	39,641	40,435	41,243	42,068	42,909	43,767
	4	38,337	39,104	39,886	40,684	41,498	42,328	43,175	44,039	44,920
	5	39,321	40,107	40,909	41,727	42,562	43,413	44,281	45,167	46,070
<b>2</b>	1	40,360	41,167	41,990	42,830	43,687	44,561	45,452	46,361	47,288
	2	41,378	42,206	43,050	43,911	44,789	45,685	46,599	47,531	48,482
<b>3</b>	1	42,615	43,467	44,336	45,223	46,127	47,050	47,991	48,951	49,930
	2	43,851	44,728	45,623	46,535	47,466	48,415	49,383	50,371	51,378
	3	45,084	45,986	46,906	47,844	48,801	49,777	50,773	51,788	52,824
	4	46,320	47,246	48,191	49,155	50,138	51,141	52,164	53,207	54,271
	5	47,554	48,505	49,475	50,465	51,474	52,503	53,553	54,624	55,716
<b>4</b>	1	48,898	49,876	50,874	51,891	52,929	53,988	55,068	56,169	57,292
	2	50,239	51,244	52,269	53,314	54,380	55,468	56,577	57,709	58,863
	3	51,582	52,614	53,666	54,739	55,834	56,951	58,090	59,252	60,437
<b>5</b>	1	53,336	54,403	55,491	56,601	57,733	58,888	60,066	61,267	62,492
	2	55,088	56,190	57,314	58,460	59,629	60,822	62,038	63,279	64,545
	3	56,843	57,980	59,140	60,323	61,529	62,760	64,015	65,295	66,601
	4	58,595	59,767	60,962	62,181	63,425	64,694	65,988	67,308	68,654
	5	60,351	61,558	62,789	64,045	65,326	66,633	67,966	69,325	70,712
<b>6</b>	1	62,445	63,694	64,968	66,267	67,592	68,944	70,323	71,729	73,164
	2	64,517	65,807	67,123	68,465	69,834	71,231	72,656	74,109	75,591
	3	66,615	67,947	69,306	70,692	72,106	73,548	75,019	76,519	78,049
<b>7</b>	1	68,491	69,861	71,258	72,683	74,137	75,620	77,132	78,675	80,249
	2	70,372	71,779	73,215	74,679	76,173	77,696	79,250	80,835	82,452
	3	72,252	73,697	75,171	76,674	78,207	79,771	81,366	82,993	84,653
	4	74,129	75,612	77,124	78,666	80,239	81,844	83,481	85,151	86,854
<b>8</b>	1	76,564	78,095	79,657	81,250	82,875	84,533	86,224	87,948	89,707
	2	78,983	80,563	82,174	83,817	85,493	87,203	88,947	90,726	92,541
	3	81,414	83,042	84,703	86,397	88,125	89,888	91,686	93,520	95,390
	4	83,832	85,509	87,219	88,963	90,742	92,557	94,408	96,296	98,222
	5	86,265	87,990	89,750	91,545	93,376	95,244	97,149	99,092	101,074
<b>9</b>	1	88,985	90,765	92,580	94,432	96,321	98,247	100,212	102,216	104,260
	2	91,706	93,540	95,411	97,319	99,265	101,250	103,275	105,341	107,448
	3	94,423	96,311	98,237	100,202	102,206	104,250	106,335	108,462	110,631
<b>10+</b>	Min.	97,051	98,992	100,972	102,991	105,051	107,152	109,295	111,481	113,711

**SCHEDULE 2 - GENERAL STAFF SALARY RATES (38 HOUR WEEK)**

<b>Level</b>	<b>Step</b>	<b>10/07/09 2.0%</b>	<b>8/01/10 2.0%</b>	<b>9/07/10 2.0%</b>	<b>7/01/11 2.0%</b>	<b>8/07/11 2.0%</b>	<b>6/01/12 2.0%</b>	<b>6/07/12 2.0%</b>	<b>4/01/13 2.0%</b>	<b>5/07/13 2.0%</b>
<b>1</b>	1	38,376	39,144	39,927	40,726	41,541	42,372	43,219	44,083	44,965
	2	39,430	40,219	41,023	41,843	42,680	43,534	44,405	45,293	46,199
	3	40,502	41,312	42,138	42,981	43,841	44,718	45,612	46,524	47,454
	4	41,577	42,409	43,257	44,122	45,004	45,904	46,822	47,758	48,713
	5	42,651	43,504	44,374	45,261	46,166	47,089	48,031	48,992	49,972
<b>2</b>	1	43,780	44,656	45,549	46,460	47,389	48,337	49,304	50,290	51,296
	2	44,872	45,769	46,684	47,618	48,570	49,541	50,532	51,543	52,574
<b>3</b>	1	46,214	47,138	48,081	49,043	50,024	51,024	52,044	53,085	54,147
	2	47,554	47,505	49,475	50,465	51,474	52,503	53,553	54,624	55,716
	3	48,898	49,876	50,874	51,891	52,929	53,988	55,068	56,169	57,292
	4	50,240	51,245	52,270	53,315	54,381	55,469	56,578	57,710	58,864
	5	51,580	52,612	53,664	54,737	55,832	56,949	58,088	59,250	60,435
<b>4</b>	1	53,031	54,092	55,174	56,277	57,403	58,551	59,722	60,916	62,134
	2	54,498	55,588	56,700	57,834	58,991	60,171	61,374	62,601	63,853
	3	55,949	57,068	58,209	59,373	60,560	61,771	63,006	64,266	65,551
<b>5</b>	1	57,862	59,019	60,199	61,403	62,631	63,884	65,162	66,465	67,794
	2	59,762	60,957	62,176	63,420	64,688	65,982	67,302	68,648	70,021
	3	61,658	62,891	64,149	65,432	66,741	68,076	69,438	70,827	72,244
	4	63,573	64,844	66,141	67,464	68,813	70,189	71,593	73,025	74,486
	5	65,470	66,779	68,115	69,477	70,867	72,284	73,730	75,205	76,709
<b>6</b>	1	67,742	69,097	70,479	71,889	73,327	74,794	76,290	77,816	79,372
	2	69,998	71,398	72,826	74,283	75,769	77,284	78,830	80,407	82,015
	3	72,268	73,713	75,187	76,691	78,225	79,790	81,386	83,014	84,674
<b>7</b>	1	74,310	75,796	77,312	78,858	80,435	82,044	83,685	85,359	87,066
	2	76,350	77,877	79,435	81,024	82,644	84,297	85,983	87,703	89,457
	3	78,390	79,958	81,557	83,188	84,852	86,549	88,280	90,046	91,847
	4	80,429	82,038	83,679	85,353	87,060	88,801	90,577	92,389	94,237
<b>8</b>	1	83,079	84,741	86,436	88,165	89,928	91,727	93,562	95,433	97,342
	2	85,712	87,426	89,175	90,959	92,778	94,634	96,527	98,458	100,427
	3	88,340	90,107	91,909	93,747	95,622	97,534	99,485	101,475	103,505
	4	90,971	92,790	94,646	96,539	98,470	100,436	102,448	104,497	106,587
	5	93,601	95,473	97,382	99,330	101,317	103,343	105,410	107,518	109,668
<b>9</b>	1	96,556	98,487	100,457	102,466	104,515	106,605	108,737	110,912	113,130
	2	99,509	101,499	103,529	105,600	107,712	109,866	112,063	114,304	116,590
	3	102,464	104,513	106,603	108,735	110,910	113,128	115,391	117,699	120,053

### SCHEDULE 3 - CASUAL STAFF RATES OF PAY

(a) The hourly rates for casual employees are set out in the table below.

(b) The casual loading payable for employees will be 25%:

- ~~(i) 23% payable from the date of operation of this Agreement until 5 January 2012~~
- ~~(ii) 24% payable from 6 January 2012 until 3 January 2013~~
- ~~(iii) 25% payable from 4 January 2013~~

Level	Rate per hour	Point	10/07/09 2.0%	8/01/10 2.0%	9/07/10 2.0%	7/01/11 2.0%	8/07/11 2.0%	6/01/12 2.0%	6/07/12 2.0%	4/01/13 2.0%	5/07/13 2.0%
<b>Level 1</b>	Base Rate	<b>Point 1</b>	19.44	19.83	20.23	20.63	21.05	21.47	21.90	22.33	22.78
	<b>Rate</b>		23.91	24.39	24.88	25.38	25.89	26.62	27.15	27.92	28.48
	Base Rate	<b>Point 2</b>	21.60	22.04	22.48	22.93	23.39	23.85	24.33	24.82	25.31
	<b>Rate</b>		26.57	27.11	27.65	28.20	28.76	29.58	30.17	31.02	31.64
<b>Level 2</b>	Base Rate	<b>Point 1</b>	22.18	22.62	23.07	23.53	24.00	24.48	24.97	25.47	25.98
	<b>Rate</b>		27.28	27.82	28.38	28.95	29.52	30.36	30.97	31.84	32.48
	Base Rate	<b>Point 2</b>	22.74	23.19	23.65	24.13	24.61	25.10	25.60	26.12	26.64
	<b>Rate</b>		27.96	28.52	29.09	29.68	30.27	31.13	31.75	32.64	33.30
<b>Level 3</b>	Base Rate	<b>Point 1</b>	23.41	23.88	24.36	24.85	25.34	25.85	26.37	26.90	27.43
	<b>Rate</b>		28.80	29.38	29.96	30.56	31.17	32.06	32.70	33.62	34.29
	Base Rate	<b>Point 2</b>	26.13	26.65	27.18	27.73	28.28	28.85	29.42	30.01	30.61
	<b>Rate</b>		32.14	32.78	33.44	34.11	34.79	35.77	36.49	37.52	38.27
<b>Level 4</b>	Base Rate	<b>Point 1</b>	26.87	27.40	27.95	28.51	29.08	29.66	30.26	30.86	31.48
	<b>Rate</b>		33.05	33.71	34.38	35.07	35.77	36.78	37.52	38.58	39.35
	Base Rate	<b>Point 2</b>	28.34	28.91	29.49	30.08	30.68	31.29	31.92	32.56	33.21
	<b>Rate</b>		34.86	35.56	36.27	36.99	37.73	38.80	39.58	40.70	41.51
<b>Level 5</b>	Base Rate	<b>Point 1</b>	29.31	29.89	30.49	31.10	31.72	32.36	33.00	33.66	34.34
	<b>Rate</b>		36.05	36.77	37.50	38.25	39.02	40.12	40.92	42.08	42.92
	Base Rate	<b>Point 2</b>	33.16	33.82	34.50	35.19	35.89	36.61	37.34	38.09	38.85
	<b>Rate</b>		40.79	41.60	42.43	43.28	44.15	45.40	46.31	47.61	48.57
<b>Level 6</b>	Base Rate	<b>Point 1</b>	34.31	35.00	35.70	36.41	37.14	37.88	38.64	39.41	40.20
	<b>Rate</b>		42.20	43.05	43.91	44.78	45.68	46.97	47.91	49.26	50.25
	Base Rate	<b>Point 2</b>	36.60	37.33	38.08	38.84	39.62	40.41	41.22	42.04	42.88
	<b>Rate</b>		45.02	45.92	46.84	47.78	48.73	50.11	51.11	52.55	53.61
<b>Level 7</b>	Base Rate	<b>Point 1</b>	37.63	38.39	39.15	39.94	40.73	41.55	42.38	43.23	44.09
	<b>Rate</b>		46.29	47.21	48.16	49.12	50.10	51.52	52.55	54.04	55.12
	Base Rate	<b>Point 2</b>	40.73	41.55	42.38	43.22	44.09	44.97	45.87	46.79	47.72
	<b>Rate</b>		50.10	51.10	52.12	53.16	54.23	55.76	56.88	58.48	59.65
<b>Level 8</b>	Base Rate	<b>Point 1</b>	42.07	42.91	43.77	44.64	45.54	46.45	47.38	48.32	49.29
	<b>Rate</b>		51.74	52.78	53.83	54.91	56.01	57.59	58.75	60.40	61.61
	Base Rate	<b>Point 2</b>	47.40	48.35	49.31	50.30	51.31	52.33	53.38	54.45	55.54
	<b>Rate</b>		58.30	59.47	60.66	61.87	63.11	64.89	66.19	68.06	69.42
<b>Level 9</b>	Base Rate	<b>Point 1</b>	48.89	49.87	50.87	51.89	52.92	53.98	55.06	56.16	57.29
	<b>Rate</b>		60.14	61.34	62.57	63.82	65.10	66.94	68.28	70.20	71.61
	Base Rate	<b>Point 2</b>	51.88	52.92	53.98	55.06	56.16	57.28	58.43	59.59	60.79
	<b>Rate</b>		63.81	65.09	66.39	67.72	69.07	71.03	72.45	74.49	75.98

## SCHEDULE 4 - ALLOWANCES

### 1. Current Allowances

- (a) At the date this Agreement comes into effect, the following allowances will continue to be payable as amounts in addition to salaries are:

Type of Allowance	Allowance payable per annum (as at date of approval of this Agreement) <u>\$ to be updated</u>
Cadaver Allowance	\$ <del>1,348</del>
On Call Allowance (IT Services, Custodians)	\$ <del>458</del>
Remote Area Allowance	
with dependant	\$ <del>1,566</del>
Without dependant	\$ <del>1095</del>
First Aid Allowance	\$ <del>540</del>

- (b) The allowances referred to above will be adjusted from the date of approval of this Agreement by the applicable percentage increases referred to at subclause 11.2 of this Agreement.

### 2. Licence/Registration Fees

An employee who, by virtue of their employment, is required to hold the following licences will either be paid or reimbursed the following licence/registration fees:

Electricians Licence;  
 Plumbers Licence/Registration;  
 Security Licence 1A and 1B;  
 Refrigeration and Air-conditioning Licence;  
 Radiation (Holders and Users) Licences;  
 and other licences identified by the University as a condition of employment.

### 3. Historic Allowances

At the date this Agreement came into effect, an employee who was entitled to and in receipt of one of the following allowances will continue to receive the allowance until they cease to be employed by the University or cease to be employed in the position held at the date of this Agreement.

Adverse Event Pager Allowance;  
 Leading Hand/Crew Chief Allowance;  
 Licence Allowance (Electricians);  
 Licence Allowance (Plumbers);  
 Registration Allowance (Plumbers);  
 Qualifications Allowance (Cleaning Attendants);  
 Tool Allowance; and  
 Horizon Maintenance Allowance.



#### 4. Reimbursement Allowances

An employee will be reimbursed for reasonable costs incurred in the following circumstances:

- (a) Where the employee is required to travel on behalf of the University.
- (b) Where the University requires the employee to undergo regular medical examinations or immunisation and reports as a result of the employee engaging in duties associated with infectious or contagious material or infected animals or continual work with toxic substances.
- (c) Where the employee is required by the University to use their own motor vehicle in connection with the University's business. Such costs will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO).
- (d) Where the employee sustains damage to their personal property where such damage is sustained:
  - (i) due to the negligence of the University and/or another employee in the discharge of their duties;
  - (ii) by a defect in the University's materials or equipment; or
  - (iii) where the employee has protected or attempted to protect the University's property from loss or damage.
- (e) (1) Subject to section 4(e)(2) of this Schedule, an when required to work overtime by the University will be paid a meal allowance, in addition to any overtime payment in the following circumstances:
  - (i) when required to continue working beyond two (2) hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00pm); or
  - (ii) when required to work overtime for more than five (5) hours on a Saturday, Sunday or public holiday; or
  - (iii) when required to commence duty at or before 6.00am being at least one (1) hour before the employee's usual starting time.
- (2) When a meeting is held after 7.00pm which a Child Care employee is required to attend, the University may provide a meal to the employee in lieu of payment of a meal allowance prescribed at section 4(e)(1) of this Schedule.
- (3) The meal allowance referred to at sections 4(e)(1) and (2) above will be determined at a level consistent with the reasonable allowances amounts

for the appropriate income year as published by the Australian Taxation Office (ATO).

**5. Clothing Allowance**

- (a) An employee, who is required by the University to wear a uniform or protective clothing and where such clothing is not provided by the University, will be reimbursed reasonable costs of providing or replacing such clothing.
- (b) Pursuant to 5(a) of this Schedule, an allowance of \$3.20 per week will be paid to an employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing. Provided that where the University maintains, dry-cleans or launders an employee's uniform or protective clothing, such an allowance will not be payable.
- (c) The allowance referred to at paragraph 5(b) above will be adjusted from the date of approval of this Agreement by the applicable percentage increases referred to at subclause 11.2 of this Agreement.
- (d) Nothing in this Agreement prevents the University and an employee agreeing to the payment of the annualised clothing allowance described in part (b) above, provided that the annualised allowance is not less than the value of the allowance over the course of the year.

## SCHEDULE 5

### HOURS AND SPAN OF WORK

The ordinary hours of work and span of hours as described in clauses 22.0 and 23.0 of this Agreement are as follows:

	<b>A</b> Category of Staff	<b>B</b> Ordinary hours of work	<b>C</b> Span of Hours of Work
<b>A</b>	<b>Driver/Messengers, Laboratory Craftsmen</b>	38 per week 7.6 hours per day	7.30am - 7.30pm Monday to Friday 8.00am - 6.00pm Saturday
<b>B</b>	<b>Stores Officer</b>	38 per week 7.6 hours per day	6.30am - 10.15pm Monday to Friday; 6.30am - 6.30pm Saturday
<b>C</b>	<b>Broadcast, Production, and Graphic Design Staff</b>	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday; 8.00am - 6.00pm Saturday
<b>D</b>	<b>Laboratory Assistants</b>	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>E</b>	<b>Technical Officer, Senior Technical Officer</b>	35 per week 7 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>F</b>	<b>Library Staff, Telephonist/Office Assistant, Supervisor-Switchboard</b>	35 per week 7 hours per day	8.00am - 10.15pm Monday to Saturday
<b>G</b>	<b>Administrative, Clerical, Computing, Professional and Research Staff</b>	35 per week 7 hours per day	8.00am - 8.00pm Monday to Friday 8.00am - 6.00pm Saturday
<b>H</b>	<b>Child Care Workers</b>	38 per week 7.6 hours per day	7.00am – 7.00pm Monday to Friday

<b>I</b>	<b>Custodian</b>	38 per week 7.6 hours per day	Monday to Saturday as required
<b>J</b>	<b>Trades Staff and Grounds staff</b>	38 per week 7.6 hours per day	6.00am - 6.00pm Monday to Saturday
<b>K</b>	<b>Sport &amp; Recreation staff (pool and weights room /fitness staff)</b>	38 per week 7.6 hours per day	5.00am - 11.30pm Monday to Sunday
<b>L</b>	<b>Sport &amp; Recreation staff (other than pool and weights room staff)</b>	35 per week 7 hours per day	5.00am - 11.30pm Monday to Sunday
<b>M</b>	<b>Audio Visual Technicians/Theatre Technician/<u>Technician</u>/Events Officers (Venues and Events) and any other categories of employees employed on 7 day continuous shiftwork</b>	38 per week 7.6 hours per day	Monday to Sunday, as required/rostered
<b>N</b>	<b>Audio Visual Technicians/Theatre Technician/<u>Technician</u> (Venues and Events) other than those employees employed on 7 day continuous shiftwork</b>	38 per week 7.6 hours per day	Monday to Friday, 7.00am to 8.00pm
<b>O</b>	<b>All staff at UNSW@<u>ADFA</u> <u>Canberra</u></b>	35 per week 7 hours per day	7:30am – 7:30pm Monday to Friday

## SCHEDULE 6

### COLLAPSED INCREMENTAL STEPS FOR BROADBANDED POSITIONS

This Schedule sets out the normal collapsed increment steps for broadbanded positions.

#### **Level 1/2**

Level 1, Step 1  
Level 1, Step 3  
Level 1, Step 5  
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Level 2, Step 1  
Level 2, Step 2

#### **Level 2/3**

Level 2, Step 1  
Level 2, Step 2  
-----  
Level 3, Step 1  
Level 3, Step 3  
Level 3, Step 5

#### **Level 3/4**

Level 3, Step 1  
Level 3, Step 2  
Level 3, Step 3  
Level 3, Step 5  
-----  
Level 4, Step 1  
Level 4, Step 3

#### **Level 4/5**

Level 4, Step 1  
Level 4, Step 2  
Level 4, Step 3  
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Level 5, Step 1  
Level 5, Step 3  
Level 5, Step 5

#### **Level 5/6**

Level 5, Step 1  
Level 5, Step 3  
Level 5, Step 5  
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Level 6, Step 1  
Level 6, Step 2  
Level 6, Step 3

#### **Level 6/7**

Level 6, Step 1  
Level 6, Step 2  
Level 6, Step 3  
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Level 7, Step 1  
Level 7, Step 3  
Level 7, Step 4

#### **Level 7/8**

Level 7, Step 1  
Level 7, Step 2  
Level 7, Step 4  
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Level 8, Step 1  
Level 8, Step 3  
Level 8, Step 5

#### **Level 8/9**

Level 8, Step 1  
Level 8, Step 3  
Level 8, Step 5  
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Level 9, Step 1  
Level 9, Step 2  
Level 9, Step 3

#### **Level 9/10**

Level 9, Step 1  
Level 9, Step 2  
Level 9, Step 3  
-----  
Level 10 (Minimum point)

## SCHEDULE 7

### SHIFT PENALTIES

- (a) Custodian, Audio Visual Technician, Theatre Technician, Technician  
Staff/Unigym (Pool, Weights Room and Reception Staff)

<u>Type of Shift</u>	<b>Loading</b>
<b>Early Morning/Night shift</b> – work performed on weekdays between 8:00pm and 8:00am	<b>20%</b>
<b>Saturday Shift</b> – all hours worked between 8:00pm on Friday and midnight on a Saturday	<b>25%</b>
<b>Sunday Shift</b> – all hours worked between midnight on a Saturday and 8:00am on a Monday provided that the work commences at or before midnight on a Sunday	<b>75%</b>
<b>Public Holiday Shift</b> – worked performed during any hours on a Public Holiday	<b>125%</b>

- (b) Shift Loadings – All Other Staff

<u>Type of Shift</u>	<b>Loading</b>
<b>Early morning shift</b> - any shift commencing before 6.00am	<b>10%</b>
<b>Afternoon shift</b> - any shift finishing after 6.30pm and at or before 8.30pm	<b>10%</b>
<b>Late Afternoon shift</b> - any shift finishing after 8.30pm and before midnight	<b>12.5%</b>
<b>Night shift</b> – any shift finishing at or after midnight and at or before 8.00am	<b>15%</b>
<b>Permanent Night Shift</b> - means any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shifts in each roster period	<b>30%</b>
<b>Saturday</b> – any shift on a Saturday	<b>50%</b>
<b>Sunday</b> - any shift on a Sunday	<b>75%</b>
<b>Public Holiday</b> – any shift on a Public Holiday	<b>150%</b>

## SCHEDULE 8

### INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) The University and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement as follows and on the terms stated:
  - (a) Any of the following matters:
    - (i) taking of long service leave; and
    - (ii) taking of annual leave.
  - (b) the arrangement meets the genuine needs of the University and an employee in relation to one (1) or more of the matters mentioned in paragraph (a) above; and
  - (c) the arrangement is genuinely agreed to by the University and the employee.
- (2) The University must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The University must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the names of the University and the employee; and
  - (c) is signed by 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
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) The University or the employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the University and the agree in writing — at any time.



## SCHEDULE 9

### UNSW CLASSIFICATION DESCRIPTORS

#### LEVEL 1

<b>Education, Training &amp; Experience</b>	Perform duties that do not require formal qualifications or work experience prior to engagement. Duties may, however, require the provision of structured on the job training after engagement.
<b>Task</b>	Perform repetitive tasks, covered by instructions and procedures, for which the jobholder usually requires less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.
<b>Judgement &amp; Problem Solving</b>	Solve problems where the situations encountered are repetitive, the alternatives for the jobholder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.
<b>Supervision &amp; Independence</b>	<p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.</p> <p>In the case of experienced staff working along and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>
<b>Organisational Relationships &amp; Impact</b>	Can be expected to provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior staff.

## LEVEL 2

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of Year 12 with relevant work experience, or</li> <li>• Completion of Year 10 and several years relevant work experience, or</li> <li>• an equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures of standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve relatively simple problems – problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided on the tasks to be undertaken. The jobholder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Knowledge of and ability to relay information on requirements or procedures in own work area of perform tasks that may involve providing a general directory service to members of the public, students and other staff (e.g. advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p>

### LEVEL 3

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment, or</li> <li>• Completion of Year 12, normally with subsequent relevant work experience, or</li> <li>• Completion of a certificate or associate diploma with no relevant on the job experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience. Staff advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress toward completion of an associate diploma.</li> </ul>
<b>Task</b>	<p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve similar problems using a combination of learned methods, procedures, precedent, practices and experience, where initiative and interpretation in the application of procedures or established work practices will be required.</p> <p>Will exercise some judgement over when to refer matters to seek assistance. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined, established procedures or standard work practices and schedules apply, and choices are made between a range of straightforward alternatives.</p> <p>Guidance on the approach to non standard or more complex circumstances will be provided by others. Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p>

## LEVEL 4

<p><b>Education, Training &amp; Experience</b></p>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of an associate diploma level qualification with relevant work experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or</li> <li>• Completion of a post-trade certificate and subsequent relevant experience, or,</li> <li>• Completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<p><b>Task</b></p>	<p>Perform a variety of tasks that require a sound working knowledge of relevant trade, technical or administrative practices, include limited creative, planning or design functions, and require an awareness of the relevant theoretical or policy context.</p> <p>Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade.</p> <p>May involve the application of specialist skills, e.g. producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p>
<p><b>Judgement &amp; Problem Solving</b></p>	<p>Solve standard problems within an established framework or body of knowledge by applying a range of procedures and work methods, being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures, and selecting from a range of combination of possible responses, based on some understanding of the principles of policies underlying established procedures, practices or systems.</p> <p>Will use operational experience to monitor and contribute to local procedures and systems.</p>
<p><b>Supervision &amp; Independence</b></p>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made that require an understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available.</p>

	<p>May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. May undertake stand alone work appropriate to this level.</p>
<p><b>Organisational Relationships &amp; Impact</b></p>	<p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.</p>

## LEVEL 5

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a degree without subsequent relevant work experience as a graduate upon appointment, or</li> <li>• Completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or</li> <li>• Completion of a certificate or a post-trades certificate and extensive subsequent relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform tasks that require a knowledge and standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise, or depth (ie, the development of some areas of specialisation) or breadth of technical trade or administrative expertise, including a sound appreciation of the advanced technical concepts, or relevant policy issues, in a particular functional area or to a set of related activities.</p> <p>Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, e.g. the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures. May make regular operational decisions on the provision, availability or deployment of resources and services that have an effect outside the immediate work unit or on clients.</p>
<b>Supervision &amp; Independence</b>	<p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to interpret procedures.</p> <p>May supervise staff and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems, or supervise or coordinate staff with different areas of skill.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a detailed knowledge or work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to standard circumstances and advise, assist and influence others.</p>

## LEVEL 6

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree, normally with subsequent relevant experience to consolidate the theories and principles learned, or</li> <li>• Extensive experience (combined with specialised training and/or Diploma or Certificate level education), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform a range of assignments that are guided by policy, precedent or objectives and, where relevant, by professional standards. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes.</p> <p>May apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures, develop section procedures, use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements, and/or undertake planning involving resource use or develop proposals for resource allocation.</p>
<b>Supervision &amp; Independence</b>	<p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Will set priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have supervisory responsibility and some line management responsibility for staff performing a set of related functions. May have staff reporting indirectly to the position.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p>

## LEVEL 7

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with a depth of subsequent relevant experience to consolidate and extend the theories and principles learned, or</li> <li>• Extensive experience and management and or specialist expertise; or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide consultancy advice to others, and/or be recognised as an expert in a specialised area of theoretical, policy or technical complexity.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Independently apply theoretical or policy knowledge to: modify and adapt techniques to develop innovative methodologies, or research and analyse a situation and propose new responses or solutions, or take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.</p> <p>Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy that has an impact beyond the immediate work area.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided in terms of objectives. A contribution to the planning of programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>



## LEVEL 8

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with substantial extension of the theories and principles, normally requiring extensive relevant graduate experience, or</li> <li>• A range of management experience, or</li> <li>• Postgraduate qualifications with relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to manage programs, or develop, review or evaluate significant policies, programs or initiatives, or develop or apply new principles and technology, or provide professional or consultancy services with recognised standing across or outside of the University.</p> <p>Tasks may span a range of activities in a complex, specialised environment.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, that may include a requirement to draw together the interests of several functional or specialist areas. May provide strategic advice at Faculty level or equivalent.</p>
<b>Supervision &amp; Independence</b>	<p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area or specialised project. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a thorough knowledge of University wide policies, or the external environment (e.g. government legislation, guidelines and requirements), or diverse research and teaching activities.</p> <p>To have a substantial influence on policy development or the management of a program(s).</p>

## LEVEL 9

<b>Education, Training &amp; Experience</b>	Perform duties at a skill level that requires: <ul style="list-style-type: none"> <li>• Extensive management expertise and supporting experience, or</li> <li>• Program management and other specialist expertise, or</li> <li>• Postgraduate qualifications and extensive relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	Perform tasks involving a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs, and responsibility for or impact on significant resources.
<b>Judgement &amp; Problem Solving</b>	<p>Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within either broad statements of role objectives, or where responsibilities have been substantially delegated.</p> <p>In management positions, have independence in the allocation of resources within constraints established by senior management.</p>
<b>Supervision &amp; Independence</b>	Either manage programs, including where relevant setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available, or have wide discretionary powers and provide high level advice in a specialised field of theoretical complexity.
<b>Organisational Relationships &amp; Impact</b>	Plan and take a leading role in liaising, consulting and negotiating the development, modification or implementation of changes to policies, programs or practices at Faculty level or equivalent.

## SIGNATURES – BARGAINING REPRESENTATIVES

<b>Signed for and on behalf of:</b>	<b>Signed for and on behalf of:</b>
University of New South Wales <u>ABN 57 195 873 179</u> <u>Anzac Parade</u> , UNSW, Sydney, NSW 2052	Community and Public Sector Union (SPSF Group NSW Branch) <u>ABN 31 572 641 712</u> 160 Clarence Street, Sydney NSW 2000
(Signature)	(Signature)
(Name)	(Name)
(Address)	(Address)
(Authority to Sign)	(Authority to Sign)
in the presence of:	in the presence of:
(Witness Signature)	(Witness Signature)
(Witness Name)	(Witness Name)
(Witness Address)	(Witness Address)
<b>Signed for and on behalf of:</b>	<b>Signed for and on behalf of:</b>
<u>National Tertiary Education Union</u> <u>Level 1, Suite 1, 55 Holt Street</u> <u>Surry Hills NSW 2010</u>	<u>United Voice</u> <u>1<sup>st</sup> Floor, 187 Thomas Street</u> <u>Haymarket NSW 2000</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Name]</u>	<u>[Name]</u>
<u>[Address]</u>	<u>[Address]</u>
<u>[Authority to sign]</u>	<u>[Authority to sign]</u>
<u>in the presence of:</u>	<u>in the presence of:</u>

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[Witness Signature]	[Witness Signature]
[Witness Name]	[Witness Name]
[Witness Address]	[Witness Address]
[Date]	[Date]
<b>Signed for and on behalf of:</b>	
The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) 133 Parramatta Road Granville NSW 2142	
[Signature]	
[Name]	
[Address]	
[Authority to sign]	
in the presence of:	
[Witness Signature]	
[Witness Name]	
[Witness Address]	
[Date]	

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