

The University of Sydney

Enterprise Agreement ~~2009-2012~~

[insert dates]

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~~PART A: OPERATION OF AGREEMENT TITLE~~

~~1 — This Agreement is called the University of Sydney Enterprise Agreement 2009 — 2012.~~

~~ARRANGEMENT~~

~~2 — This Agreement is arranged as follows:~~

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5 - ENGLISH LANGUAGE TEACHING STAFF~~

FOR GENERAL STAFF SCHEDULE 5 - ENGLISH LANGUAGE TEACHING STAFF

TITLE

1 This Agreement is called the University of Sydney Enterprise  
Agreement [insert dates].

DEFINITIONS



### 3 AND INTERPRETATION

2 In this Agreement:

Agreement means the University of Sydney Enterprise Agreement ~~2009-~~  
2012-[insert dates].

Academic ~~staff~~Staff member means a person who has been employed as a member of the University's Academic ~~staff~~Staff in one of the classifications described in Schedule 2, and who is not a member of the University's Professional or English Language Teaching Staff.

Casual Staff means Professional Staff who are employed and paid on an hourly basis or in the case of academic staff, on an hourly or sessional basis. Sessional employment may be for a single session or a number of sessions over the course of one or more semesters.

CET means the University of Sydney Centre for English Teaching.

Codes of Conduct means the University's Code of Conduct and Code of Conduct for Responsible Research Practice and Guidelines for Dealing with Allegations of Research Misconduct, as amended or replaced from time to time.

Consultation means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. Consultation does not necessarily mean that agreement can be reached.

Continuing Employment means full-time or part-time employment under a contract that contains a commencing date but no date or contingency upon which the contract will come to an end.

Continuous Service means a period of employment with the University under an unbroken contract of employment or an unbroken series of contiguous contracts, including periods of approved paid and unpaid leave. Except as otherwise specified in this Agreement, periods of unpaid leave and periods of casual service do not count as service for any purpose.

Contract Research Position means an Academic or ~~General-staff~~Professional Staff position that is Externally Funded, where the funding has been provided for the purposes of undertaking research.

Contract Research Staff are staff appointed to Contract Research Positions. ~~General~~Professional Staff who are not research staff, may be Contract Research Staff provided that their position is Externally Funded.

Delegate means:

~~(a) —~~ (a) the holder of an office to which authority has been ~~—~~ :

(a) delegated by the University Senate in relation to the management of matters pertaining to staff employment, performance and/or conduct; or

(b) ~~the holder of an office to which authority has been delegated~~assigned under a ~~relevant~~ University policy or Code of Conduct, including the University's Policy on Reporting Corruption, Maladministration or Serious and Substantial ~~waste~~Waste of Money and the Code of Conduct for Responsible Research Practice.

Delegated Officer (Staffing) means the Director, Human Resources (who has a standing appointment as Delegated Officer (Staffing)) and such other person or persons as may be appointed by the Vice-Chancellor to exercise the functions of Delegated Officer (Staffing) under this Agreement from time to time.

~~Designated Staff Representative means the staff member appointed by and from the Union-nominated members of the Management & Staff Consultative Committee under clause 313(b).~~

Disciplinary Action means any one or more of the following: (a) counselling;

(b) a direction to participate in mediation or an alternative form of dispute resolution;

(c) a written warning (including, where appropriate, a final warning);

(d) withholding of a salary increment or reduction of salary within the applicable salary range; or

(e) termination of employment.

English Language Teaching ~~staff~~Staff means qualified language teachers employed to work within the CET in the classifications of Language Teacher, CET Education Manager or CET Deputy Director or qualified language teachers employed to perform the substantial duties of those classifications.

External Funding means funding from identifiable sources external to the University, excluding funding from a government operating grant or student fees (other than ~~Continuing Education~~continuing education student fees), but including:

(a) short-term and non-discretionary bequests; and

(b) income received by the Centre for Continuing Education, Health Science Clinics, Veterinary Clinics and such other units as may be determined by the University from time to time in consultation with the Management & Staff Consultative Committee.

For the purposes of this Agreement, a position is "Externally Funded" if more than 50% of the costs (including on--costs) of the position are provided from an identifiable source of ~~external~~External Funding.

Fixed Term Employment means full-time or part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date, and which may also include a contingency relating to a specified task or project and/or the continuation of a funding source, upon which the contract will come to an end. Such a contract may be terminated before the specified end date or occurrence of the contingency in accordance with the terms of this Agreement.

Note: -Fixed term arrangements for English Language Teaching Staff are specified in Schedule 5.

Full-time staff member means a staff member (other than a ~~casual staff~~Casual Staff member) whose ordinary hours of work are 35, 37.5 or 38 hours per week as set out in clause ~~11389~~.

Funding Contingent Continuing Employment means full-time or part-time employment under a contract that is ongoing, subject to the continuing need and sufficient funding (in the case of Academic or ~~General staff~~Professional Staff) or student fee funding (in the case of English Language Teaching ~~staff~~Staff) for the staff member's position.  
~~General Staff member means a person who has been employed by the University in one of the classifications described in Schedule 2 and who is not a member of the University's Academic or English language teaching staff.~~

HEO means Higher Education Officer and HEO Level means a ~~General staff~~Professional Staff classification level set out in Schedule ~~2 to this Agreement.~~

Immediate Family means a Partner or former Partner of the staff member, a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother or step-sister of the staff member or their Partner or former Partner.

Investigator means a person (who may, but need not be, a University staff member) appointed by the University to conduct investigations in relation to matters pertaining to staff performance or conduct, and applications for review of actions or decisions ~~or disputes.~~

Misconduct means conduct or behaviour of a kind which is unsatisfactory. Examples of conduct or behaviour which may constitute Misconduct include:

- a breach of the University's Code of Conduct or the University's Code of Conduct for Responsible Research Practice; or
- a refusal or failure to carry out a lawful and reasonable instruction.

Ordinary Rate of Pay means the hourly rate of payment that the staff member receives on the basis of their classification, plus, in the case of ~~General staff~~Professional Staff, any higher duties allowance payable at the relevant time.

Partner means the spouse or de facto partner of a staff member, and includes a partner of the same sex.

~~Parties means the University, National Tertiary Education Industry Union and the Community and Public Sector Union.~~

~~Partner means the spouse or de facto partner of a staff member, and includes a partner of the same sex.~~

Part-time staff member means a staff member (other than a ~~casual staff~~Casual Staff member) whose ordinary working hours are fewer than those applicable to an equivalent full-time staff member.

P&D Program means the University's planning and development program.

Professional Staff member means a person who has been employed by the University in one of the classifications described in Schedule 2 and who is not a member of the University's Academic or English Language Teaching Staff.

Representative means a friend, colleague or Union official (but not a practising barrister or solicitor in private practice) chosen by a staff member to represent them.

~~Review Committee means a committee convened in accordance with clauses 326 to 329 for the purposes of clauses 250, 253 and 283.~~

~~Reviewer means a staff member appointed to conduct the staff member's Performance Management and Development review in accordance with the University's Performance Management and Development procedures.~~

Salary means, in relation to a particular staff member, the annual rate of payment that the staff member receives on the basis of their classification (pro-rata where applicable). For the purposes of calculating payments (other than superannuation payments) to be made during leave, in lieu of leave and on termination of employment, "Salary" means the annual rate of payment that the staff member receives on the basis of their classification and also includes any loadings and allowances which have been paid on a regular and continuous basis up to the time of taking leave or termination other than the allowances specified in Schedule 3 (unless otherwise specified) or any

extraneous payments, provided that:

(a) in the case of payments during leave, loadings and allowances will be paid only if the relevant loading or allowance would have continued to be paid had the staff member remained on duty; and

(b) in the case of payments in lieu of leave and on termination of employment, <sup>7</sup>\* loadings and allowances will be paid only if the relevant loading or allowance has been paid for a continuous period of 12 months.

\*Note: Payments in lieu of leave and termination payments do not include employer superannuation contributions.

Serious Misconduct means:

(a) serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of a staff member's duties or to other staff carrying out their duties; or

(b) a serious dereliction of duties.

Examples of conduct which may constitute Serious Misconduct are:

• a serious breach of the University's CodeCodes of Conduct ~~or the University's Code of Conduct for Responsible Research Practice;~~

;

• theft;

• fraud;

• assault;

• serious or repeated bullying or harassment, including sexual harassment;

• persistent or repeated acts of misconduct; or

• conviction of an offence that constitutes a serious impediment to the carrying out of a staff member's duties.

Supervisor means the Head of a School, Organisational Unit or other budget unit. Staff will be notified in writing of the name of their Supervisor. In matters involving a perceived or actual conflict of interest for the staff member's nominated Supervisor or in other matters in relation to which the University considers it appropriate, a reference to

a Supervisor means a person appointed by the University to exercise the functions that would otherwise be exercised by the staff member's nominated Supervisor.

~~Union(s) means the National Tertiary Education Industry Union and/or the Community and Public Sector Union.~~

University means the University of Sydney.

Vice-Chancellor means the Vice-Chancellor and Principal of the University, or in a matter involving a perceived or actual conflict of

interest for the Vice-Chancellor, a person appointed by the Vice-Chancellor to exercise the functions that would otherwise be exercised by the Vice-Chancellor in respect of that matter.

Year of Employment means, except as otherwise specified in this Agreement, a period of 12 months' paid service commencing from the anniversary of the date that the staff member commenced continuing or fixed term employment with the University, and does not include any period of casual employment.

#### INTERPRETATION

43 In this Agreement, the terms "includes" and "including" are to be interpreted without limitation, and unless the contrary intention appears, a reference to:

(a) legislation or a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(b) a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes any schedules;

(c) guidelines means guidelines as introduced, altered or replaced by the University from time to time;

(d) a policy means a University policy as introduced, altered or replaced by the University from time to time;

(e) a procedure means a University procedure as introduced, altered or replaced by the University from time to time;

(f) a Code of Conduct means a University Code of Conduct as introduced, altered or replaced by the University from time to time; and

(g) a position includes a person appointed to act in the position on a temporary basis.

#### TERM OF AGREEMENT

54 This Agreement commences operating seven days after it is approved by Fair Work Australia and its nominal expiry date is ~~31 May 2012~~. [date to be determined].

#### APPLICATION OF AGREEMENT

65 This Agreement covers and is binding upon the University, ~~the National Tertiary Education Industry Union and the Community and Public Sector Union~~ and all staff employed ~~by the University~~ to work in the classifications set out in Schedule 2 other than:

(a) the Vice-Chancellor, Deputy Vice-Chancellors and Deans;

(b) any member of Academic ~~staff~~Staff whose annual remuneration (including salary and loadings but excluding superannuation) exceeds the relevant Level E Professorial salary rate and applicable loadings specified in Schedule 1 (as adjusted from time to time) by at least ~~50~~15%;

(c) any member of ~~General-staff~~Professional Staff or English Language Teaching ~~staff~~Staff whose annual remuneration (including salary and loadings but excluding superannuation) exceeds the relevant HEO Level 10 salary rate specified in \_\_\_\_\_ in \_\_\_\_\_ Schedule 1 (as adjusted from time to time) ~~by at least 50%; and~~

~~);~~ (d) staff employed at the Seymour Centre;

~~(e) staff employed at the Sydney Conservatorium of Music to whom one or more of the following awards apply: Entertainment and Broadcasting—the Live Theatre and Concert Performance Award 1998, Entertainment and Broadcasting—Live Theatre and Concert Award (State) 1998 or Entertainment and Broadcasting—Theatre Managers' Live Theatre Award 1998~~2010 applies, or any successor award;

~~(f) to these awards.~~staff employed in the Centre for Continuing Education, (g) staff employed on University farms;

~~(h) staff employed in University veterinary clinics; and~~

~~(i) staff employed in University restaurants or catering services.~~

For the purposes of paragraph (b), "applicable loadings" means the loading or loadings to which the staff member would be entitled if employed in a Level E Professorial position under this Agreement.

## ~~7~~—INDIVIDUAL FLEXIBILITY ARRANGEMENTS

~~(a)~~

6 The University and any member of staff covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

~~(a)~~ the arrangement ~~permits~~deals with one or more of the ~~staff member~~following matters:

~~(i) allocation of work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction arrangements about when work is performed; (ii) provision of monetary benefits in their Salary and any lieu of one or more of the following:~~

~~(A) overtime rates; (B) shift loadings to which they are entitled;~~

~~(ii);~~

~~(C) allowances specified in this Agreement; (D) employer superannuation contributions~~

~~(b) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters referred to in paragraph (a) of this clause; and~~

~~\_\_\_\_\_~~(iii)(c) the arrangement is genuinely agreed to by the University and the staff member.

(d) An individual flexibility arrangement may be made in relation to superannuation only if the University would, but for the individual flexibility arrangement, be required to make employer contributions that exceed the minimum contributions specified in the Superannuation Guarantee legislation. In these circumstances, the University and a member of staff may make an individual flexibility arrangement to provide for the University to pay superannuation contributions to a fund of the staff member's choice at the rate specified in the Superannuation Guarantee legislation and pay the staff member a loading equal to the balance of the superannuation contributions that would have otherwise been paid.

(e)~~(b)~~ The University must ensure that the individual flexibility arrangement:

(i) is in writing;

(ii) includes the name of the University and the staff member;

(iii) is signed by the University and the staff member and, if the staff member is under 18 years of age, is signed by a parent or guardian of the staff member; and

(iv) includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.

(c) The University must ensure that the terms of any individual flexibility arrangement:

(i) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); (ii) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth);

(iii) result in the staff member being better off overall than he or she would be if no arrangement was made; and

(iv) do not result in the staff member being provided with any payment or benefit that is inconsistent with the National Employment ~~Standard~~Standards under the Fair Work Act 2009 (Cth).

(d) The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.

(e) The University or the staff member may terminate the individual flexibility arrangement: (i) by giving 28 days written notice to the other party to the agreement; or

(ii) if the University and staff member agree in writing - at any time.



~~The University is committed to employment practices that help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.~~

#### ~~OBJECTIVES~~

~~9 The initiatives in this Agreement have been negotiated to reflect the University's core values and to give effect to the Parties' commitment to:~~

~~(a) ensuring that staff of outstanding quality and international standing are attracted, rewarded fairly and reasonably, developed, retained and supported to contribute to our reputation nationally, regionally and internationally;~~

~~(b) ensuring quality and sustainability in meeting the needs of our stakeholders;~~

~~(c) providing a rewarding, fair, flexible and inclusive working environment for staff; (d) integrity, professionalism and collegiality in our staff;~~

~~(e) ensuring gender equity in all work practices, including in relation to the allocation of work, and the implementation of policies to promote gender pay equity;~~

~~(f) achieving and maintaining a healthy and safe working environment that is free from bullying and harassment including by ensuring compliance with all relevant occupational health and safety legislation; and~~

~~(g) ensuring that the University is in a strong position to face the challenges in the Higher Education sector and continue to achieve its strategic goals and priorities.~~

#### AVAILABILITY OF AGREEMENT

7 A copy of this Agreement will be placed on the University's website and will also be available for inspection by staff at each campus of the University.

#### RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES

8 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.

9 Policies, guidelines, procedures and Codes of Conduct of the University (whether referred to in this Agreement or not) do not form part of this Agreement. The University will consult with the Management & Staff Consultative Committee and through the University's collegial processes in relation to the introduction or amendment of policies,

guidelines, procedures and Codes of Conduct that have a significant and substantial impact on matters pertaining to the employment of staff under this Agreement, including for example, policies dealing with recruitment and selection, academic promotion and performance planning and development.

#### NO EXTRA CLAIMS

10 This Agreement is closed and comprehensive. There will be no further claims in relation to the matters covered by this Agreement during its nominal life except where permitted by this Agreement.

#### PART B - EMPLOYMENT ARRANGEMENTS

##### INDIGENOUS AUSTRALIANS EMPLOYMENT STRATEGY

~~10 Reflecting the Parties' commitment to the principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice and cultural affirmation,<sup>11</sup> The University will implement an Aboriginal and Torres Strait Islander employment strategy will be implemented~~ with the objectives of:

(a) maximising staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self-sufficiency;

(b) increasing, encouraging and fostering Indigenous employment and participation at all levels of work activity;

(c) facilitating and encouraging the direct involvement of Indigenous staff members in determining their own career strategies, goals and objectives; and

(d) establishing clear targets (including targeted timelines) for employment of Indigenous staff ~~to comprise at least two per cent of each Academic and General staff.~~

~~11 Staff representation in the monitoring and implementation of the line with its integrated strategy, Wingara Mura Bunga Barrabugu.~~

12 Indigenous Australian staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.  
~~will be facilitated by Union representation on the Indigenous Education Advisory Committee, chaired by the Deputy Vice-Chancellor (Education) who has responsibility for all indigenous matters, University-wide.~~

#### AVAILABILITY OF AGREEMENT

~~12 A copy of this Agreement will be placed on the University's website and will also be available for inspection by staff at each campus of the University.~~

#### ~~RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES AGREEMENTS AND AWARDS~~

~~13 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.~~

#### ~~UNIVERSITY POLICIES etc~~

~~14 Any policies, guidelines, procedures and Codes of Conduct of the University (whether referred to in this Agreement or not) do not form part of this Agreement. The University will consult with the Management & Staff Consultative Committee and through the University's collegial processes in relation to the introduction or amendment of policies, guidelines, procedures and Codes of Conduct that have a significant and substantial impact on matters pertaining to the employment of staff under this Agreement, including for example, policies dealing with recruitment and selection, academic promotion and performance management and development.~~

#### ~~NO EXTRA CLAIMS~~

~~15 This Agreement is closed and comprehensive. There will be no further claims in relation to the matters covered by this Agreement during its nominal life except where permitted by this Agreement.~~

#### ~~PART B: INFORMATION FOR STAFF AND~~

##### ~~EMPLOYMENT CATEGORIES INFORMATION FOR STAFF~~

~~16 Staff will be provided with written confirmation of their employment category, classification, duties, salary (or hourly/sessional rate in the case of casual staff), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Part-time staff will also be notified of the percentage of the full-time load to be worked. Casual staff will be informed of the number of hours/sessions required or anticipated (where known), and the provisions relating to conversion to continuing or fixed term employment. This information will be provided on appointment and when changes occur. Staff will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings and overtime payments. Such statements may be issued in electronic form provided that alternative arrangements will be made for staff for whom access to electronic statements is not readily available.~~

13

~~Note: Sessional rates only apply to casual academic and English language teaching staff.~~

#### ~~EMPLOYMENT CATEGORIES~~

~~17 Academic and General staff Professional Staff may be employed in the following categories which are defined in, and regulated by, clauses 19 to 61:~~

- ~~• on a continuing employment;~~
- ~~• , funding contingent (continuing employment;~~
- ~~• ), fixed term employment; or~~
- ~~• casual employment.~~

~~18~~ basis.

~~14~~ English language teaching staff Language Teaching Staff may be engaged ~~in the following categories which are defined in, and regulated by, Schedule 5:~~

- ~~• on a funding contingent (continuing employment;~~
- ~~• ), fixed term employment; or~~
- ~~• casual employment.~~

#### ~~CONTINUING EMPLOYMENT~~

~~19~~ In the case of Academic and General staff, "continuing employment" means full-time or part-time employment under a contract that contains a commencing date but no date or contingency upon which the contract will come to an end.

basis

#### ~~FIXED TERM EMPLOYMENT-Definition~~

~~20~~ In the case of Academic and General staff, "fixed term employment" means full-time or part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specified task or project upon which the contract will come to an end. Such a contract may be terminated before the specified end date or contingency in accordance with the terms of this Agreement.

~~Note: Fixed term arrangements for English language teaching staff are specified in Schedule 5.~~

When may staff be employed on a fixed term basis?

~~21~~ From the commencement of this Agreement, fixed term academic and general staff appointments may be entered into only in the following circumstances:

15 Fixed term contracts may be offered for Academic and Professional Staff roles for up to five years (or such shorter period as specified below) as follows:

(a) to work on a specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;

(b) to perform work that is Externally Funded;

~~(c) to work in a "research only" role for a term of up to five years;~~

~~;~~

(d) to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, ~~in which case fixed term employment may be offered for up to three years;~~

~~;~~

(e) to work in an academic unit where there is a sudden unanticipated increase in enrolments ~~in which case fixed term employment may be used for up to three years;~~

~~;~~

(f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. ~~Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to two years;~~

~~;~~

(g) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;

(h) to fill a vacant position for up to 12 months pending recruitment action where the position has been advertised or approved for advertisement, ~~in which case the replacement staff member may be employed on nomination for up to six months, with capacity for extension for a further period of up to six months. This category of replacement staff member may only be used once for each vacancy that occurs;~~

~~;~~

(i) to undertake an apprenticeship or participate in a traineeship scheme which includes an approved course of training or study;

(j) to undertake a postgraduate fellowship in accordance with clause 37.27;

(k) to undertake work where a curriculum in professional or vocational education requires that the work be undertaken by a staff member who has recent practical or commercial experience, ~~in which case a staff member may be employed on up to three successive contracts within a total period of employment of up to five years;~~

~~;~~

(l) pursuant to a "pre-retirement contract" ~~for a period of up to five years~~ ending on the date on which the staff member has indicated that they intend to retire; ~~or~~

(m) to provide a series of lectures on a part-time basis as a guest specialist whose primary employment is as a professional or specialist employed in the provision of services; or

(n) to fulfil any other business needs of the University for a period of up to five years with the approval of the Delegated Officer (Staffing).

~~16.~~

~~22~~ Nothing in clause ~~2115~~ affects the validity or operation of any fixed term contract that was entered into before ~~the commencement of this Agreement.~~~~23~~ November 2009. However, such fixed term contracts may be renewed after ~~the commencement of this Agreement~~ only if they fall within one or more of the categories listed in clause ~~2115~~.

Salary and conditions under fixed term contracts

~~2317~~ Except where specified otherwise, provisions relating to salary (including incremental ~~advancement~~progression), probation, termination of employment, leave and all other entitlements contained in this Agreement apply to fixed term staff. Academic ~~staff~~Staff may apply for promotion in accordance with the University's Academic ~~Staff Promotion~~Promotions Policy.

Further offers of employment and ending fixed term employment

~~2418~~ Except where a staff member is re-employed (on either a fixed term or continuing basis) or their employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in the staff member's contract of employment.

~~2519~~ A staff member employed for a fixed term ~~with an end date~~ will be notified in writing before the end of their term, task or project:

~~(a) whether the University proposes to retain the same position, or a substantially similar position, for a further term; and~~

~~(b) —~~

whether they will be offered a further term of employment.

~~2620~~ A staff member employed for a fixed term ~~with~~which includes a contingency ~~instead of an end date~~ will be notified in writing before the contingency is invoked.

~~2721~~ The minimum notification period under clauses ~~2519~~ and ~~2620~~ will be as follows:

Period of Continuous Fixed Term Service

Notification Period (weeks before specified end date)

Less than 3 years

2 weeks \*

3 years to less than 5 years

3 weeks \*

5 years or more

4 weeks \*

\*The minimum notification period will be increased by one week for a staff member who has completed at least two years' continuous service and is aged 45 years or over.

~~28~~

22 If a decision about ~~the retention of the position offering further employment~~ cannot be made within the timeframe specified in clause 2721 due to uncertainty about the availability of External Funding, the University will notify the affected staff member within the timeframes specified in clause 2721 to this effect and provide notification in relation to ~~the retention of the position and~~ further employment as soon as practicable thereafter.

~~29 If the University decides to retain the same position or a substantially similar position for a further term, employment in the position will be offered to the incumbent provided that:~~

~~(a) the incumbent has, or will have at their contract end date at least 12 months Continuous Service with the University;~~

~~(b) the incumbent's appointment to the position was made following a competitive selection process;~~

~~(c) the incumbent's performance in the role has matched expectations set and adopted during their employment and has been assessed as at least satisfactory in accordance with the University's Performance Management and Development Program;~~

~~(d) the incumbent has demonstrated the capacity to meet the future expectations of the position (including any new duties or skills that may be required) according to their Performance Management and Development Plan and the Faculty's strategic directions; and~~

~~(e) the incumbent's fixed term employment was not for any of the reasons specified in clauses 21(g) to (m).~~

Severance payments

~~3023~~ Subject to ~~clause 34:~~

~~(a) a clauses 24 and 25 a fixed term staff member who has been employed is not offered further employment after being engaged on a fixed term two or more successive fixed term contracts will receive severance pay as set out in the table below if:~~

~~(i) their contract: (i) requiring required them to work on a specific task or project; or~~

~~(ii) that is their employment was Externally Funded; or~~

~~(iii) they were engaged to undertake 'research onlyonly' functions, and.~~

~~(b) who seek to continue their employment after the end of their specified term, task or project and are not offered further employment; and~~

~~(c) whose contract is not renewed because:~~

~~(i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or~~

~~(ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties;~~

~~will be entitled to severance pay in accordance with either clauses 31 or 32.~~

~~31 A staff member employed on a fixed term contract:~~

~~(a) requiring them to work on a specific task or project; or~~

~~(b) that is Externally Funded (but where the contract is not contingent); or~~

~~(c) to undertake only research functions;~~

~~will be entitled to severance pay in accordance with the following scale:~~

~~Period of Continuous Fixed Term Service~~

~~Severance pay (weeks)~~

~~More than 1 year but less than 2 years~~

~~4~~

~~2 years or more but less than 3 years~~

~~6~~

~~3 years or more but less than 4 years~~

~~7~~

~~4 years or more~~

~~8~~

~~32~~

~~A sta~~

~~ff member employed on:~~



(a)

~~multiple (i.e. successive) fixed term contracts that have been Externally Funded (but where the contract is not contingent); or~~

(b)

~~one or more fixed term contracts that have been Externally Funded where the contract has a contingency instead of an end date and the contingency has been invoked;~~

~~will be entitled to severance pay in accordance with the following scale in place of any entitlement under clause 31:~~

Period of Continuous Fixed Term Service

Severance pay (weeks)

More than 1 year but less than 2 years

4

2 years or more but less than 3 years

6

3 years or more but less than 4 years

7

4 years ~~or more~~ but less than 105 years

8

105 years ~~or more~~ but less than 126 years

10

620

12 years ~~or more~~ but less than 157 years

11

24

157 years ~~or more~~ but less than 208 years

13

830

20 years ~~or more~~ but less than 269 years

40

2614

At least 9 years ~~or more~~

52

~~Savings clause~~

~~33 Subject to clause 34, a staff member who was employed on a fixed term contract before the commencement of this Agreement other than a contract:~~

~~(a) requiring them to work on a specific task or project; or~~

~~(b) that is Externally Funded; or~~

~~(c) to undertake only research functions;~~

~~will be eligible for severance pay in accordance with the scale below if their contract is not renewed and: (i) they wish to continue their employment after the end of their specified term; and (ii) their contract is not renewed because:~~

~~(A) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or~~

~~(B) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.~~

~~Period of continuous service since 2 May 2006  
Severance pay (weeks)~~

~~More than 1 year but less than 2 years~~

4

~~2 years or more but less than 3 years~~

16 weeks

6

~~3 years or more but less than 4 years~~

7

~~4 years or more but less than 5 years~~

~~g~~

~~5 years or more but less than 6 years~~

~~11~~

~~6 years or more but less than 8 years~~

14

~~8 years or more but less than 10 years~~

17

Exclusions from severance pay

~~3424~~ No severance payments will be made to a staff member who:

~~(a)~~

~~(a) has not made themselves available for a further term of employment;~~

~~(b) is offered suitable alternative employment, whether such offer is accepted or not; (bc) was employed as a postgraduate fellow;~~

~~(ed) was employed as a replacement staff member;~~

~~(de) was employed for up to five years on a pre-retirement contract;~~

~~(ef) was employed for up to five years to undertake work where recent practical or commercial experience is required;~~

~~(fg) was employed for up to three years in response to a sudden and unanticipated increase in enrolments;~~

~~(gh) was employed for up to three years by a new organisational area to perform function/s or teach in program/s that had not been performed or taught previously, the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit;~~

~~(hi) was employed for up to two years where part or all of the organisational unit concerned is to be disestablished;~~

~~(ij) was a postgraduate student employed to perform work related to their course of study;~~

~~(jk) was employed on a part-time basis as a guest specialist to provide a series of lectures and whose primary employment is as a professional or specialist employed in the provision of services;~~

~~(kl) was employed to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed on nomination for up to six months, with capacity for extension for a further period of up to six months. This category of replacement staff member may only be used once for each vacancy that occurs;~~

~~(l);~~

(m) was employed to undertake an apprenticeship or ~~participate in a~~ traineeship ~~scheme~~ which includes an approved course of training or study; or

(~~mn~~) accepted an offer of employment to a fixed term role other than as a result of redeployment having been employed on a continuing basis immediately prior to the commencement of their fixed term.

#### Staff employed on fixed term contracts before commencement of Agreement

25 A staff member who is employed on a fixed term contract that started before the commencement of this Agreement and who was, at the start of that contract, entitled to severance pay under the University of Sydney Enterprise Agreement 2009-2012 will be entitled to severance pay in accordance with that Agreement.

#### Delay of severance payments

~~3526~~ Where the University notifies a fixed term staff member in writing that further employment may be offered within six weeks of the expiration of their fixed term, any severance payments to which the staff member would be entitled ~~in the event that no such offer of employment is made~~ will be deferred until either:

(a) four weeks after the expiration of the staff member's fixed term; or

(b) the University notifies the staff member that no ~~such~~ offer of further employment will be made;

whichever occurs first.

~~36 Subject to compliance with taxation laws, severance payments made under clauses 31 to 33 will be treated as employment termination payments.~~

#### POSTGRADUATE FELLOWSHIPS

~~3727~~ Students enrolled at the University on a full-time or part-time basis for a Masters or Doctoral degree may be employed as postgraduate fellows for a specified term, provided that such term must not exceed the maximum duration of their candidature. Subject to clause ~~3828~~, a postgraduate fellow's employment will terminate on the specified end date of their contract or immediately upon the cessation of their full-time or part-time enrolment as a postgraduate student.

~~3828~~ A postgraduate fellow who successfully completes the requirements for their postgraduate award course may remain in their position for the balance of the term of their contract.

~~3929~~ Nothing in ~~clauses 37~~ clause 27 or ~~3828~~ precludes the termination of a postgraduate fellow's employment in accordance with this Agreement.

~~4030~~ Postgraduate fellows will be employed in accordance with the following conditions:

(a) workloads for postgraduate fellows will achieve a balance between the demands of their fellowship and progress towards successful completion of their research candidature consistent with the University's policies relating to postgraduate studies and research expectations. In doing so, a balance should be provided between research expectations and a teaching load to achieve the strategic directions of the University;

(b) postgraduate fellows may be employed on a part-time basis for up to 20 hours per week to undertake research or teaching and related work; and

(c) except where specified otherwise, provisions relating to leave and all other entitlements except for severance pay contained in this Agreement apply to postgraduate fellows on a pro rata basis.

#### CONTRACT RESEARCH STAFF

4131 Where an Academic or ~~General staff~~Professional Staff member is employed on a fixed term contract in a Contract Research Position, the following provisions will apply:

(a) an appointee to a Contract Research Position may be employed on subsequent research grants. A break between contracts of up to six months will not constitute a break in continuity of service, but will not count as service for any purpose;

(b) the duration of a fixed term contract offered for a Contract Research Position will correspond with the term of the research grant, or balance of the research grant, from which the position is funded provided that there is sufficient funding and suitable work available for the appointee under the grant; and

(c) ~~\_\_\_\_\_~~ Contract Research Staff who are employed on a second or subsequent contract as a contract researcher and have at least three years' Continuous Service may apply for conversion to "funding contingent" continuity of employment~~Funding Contingent Continuing Employment~~, subject to the following requirements:

(i) the staff member must have ~~achieved a Performance Management and Development assessment rating of~~ been assessed through the P&D program as at least "satisfactory", fully met expectations; and

(ii) the relevant Delegate must be satisfied that:

(A) there is likely to be sufficient revenue or funding streams to provide continuing support for the staff member's employment; or

(B) the staff member has generic and transferrable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

4232 Applications under clause 4131(c) must be made in writing to the relevant Delegate, who will review the application and advise the staff

member in writing of the outcome within 30 days of receipt of the application.

~~43~~33 The University may refuse an application for conversion under clause ~~41(e)~~31 on the grounds that:

- (a) the criteria in clause ~~41(e)~~31 are not satisfied; or
- (b) the staff member is a student, and their status as a student was the primary reason for their appointment; or
- (c) the staff member is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement contract); or
- (d) the staff member's performance or conduct ~~of the staff member~~ has not been satisfactory.

~~44~~

~~34~~ Contract Research Staff who have worked at the University for over ten years will be converted to Funding Contingent Continuing Employment on a case by case basis, subject to achieving a Performance Management and Development assessment P&D performance rating of at least "satisfactory", fully met expectations, with defined objectives and key performance indicators.

~~45~~

Contract Research Staff who are not converted to Funding Contingent Continuing Employment will be entitled to notification, access to renewal and severance pay in accordance with clauses 2419 to 26.

~~35~~34.

~~46~~ Where a Contract Research Staff member's employment is converted to Funding Contingent (Continuing Employment) and the relevant External Funding ceases for reasons outside the staff member's control, and the University is not able to redeploy the staff member or obtain suitable employment for them, the staff member's employment will be terminated on grounds of redundancy, and they will receive four weeks' notice (or pay in lieu of notice) plus severance pay in accordance with the following scale:

~~Period of Continuous Service~~

~~Severance pay (weeks)~~

~~More than 1 year but less than 2 years~~

~~4~~

~~2 years or more but less than 3 years~~

~~6~~

~~3 years or more but less than 4 years~~

~~7~~

Period of Continuous Service

Severance pay (weeks)

More than 1 year but less than 2 years

4

2 years or more but less than 3 years

6

3 years or more but less than 4 years

7

4 years or more but less than 5 years

8

5 years or more but less than 6 years

10

6 years or more but less than 7 years

11

7 years or more but less than 8 years

13

8 years or more but less than 9 years

14

9 years or more but less than 10 years

16

10 years or more but less than 12 years

20

12 years or more but less than 15 years

24

15 years or more but less than 20 years

30

20 years or more but less than 26 years

40

26 years or more

CASUAL EMPLOYMENT Definition

~~47~~ Casual staff are those staff who are employed and paid on an hourly basis, or in the case of casual academic staff, on an hourly or sessional basis. Sessional employment may be for a single session or, in the case of employment under clause 58, for a number of sessions over the course of one or more semesters.

## Employment and performance

~~48~~ It is not the intention of the University to utilise casual or sessional employment to fill positions of work that could reasonably be filled on a continuing or fixed term basis or to increase systematically the level of casual employment during the life of this Agreement.

~~49~~ Casual employment should be on the basis of merit, and be transparent, competitive and consistent with University policy.

~~50~~<sup>36</sup> Without limiting the University's capacity to engage ~~casual staff~~Casual Staff generally:

(a) full-time and part-time staff may also be engaged on a casual basis outside their usual working hours to perform work other than their normal duties provided that the arrangements are mutually agreed and there is no impact on their normal work; and

(b) students (including, but not limited to, postgraduate students) of the University may be engaged on a casual basis.

~~51~~<sup>37</sup> Casual ~~general staff~~Professional Staff will be paid for a minimum of three hours per engagement except as follows:

Work performedMinimum payment

Students performing work between Monday and Friday (except public holidays) during the University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students.

One hour

Retirees and persons with a primary occupation elsewhere (including with the University).

Examination Supervisors (invigilators) and Assistants.

Persons engaged to perform work of a kind that is normally performed in agricultural, engineering or associated industries.

~~One hour~~

Persons engaged to perform work of a kind normally performed in hospitality industries, or nursing services.

Two hours

38 Engagements for casual academic staff will be as specified in Schedule 1.



~~5239~~ The performance of ~~casual-staff~~Casual Staff may be assessed in accordance with the University's ~~Performance Management and Development~~P&D Program.

#### Casual service

~~5340~~ Except where expressly provided in this Agreement, periods of casual employment do not count as service for the purpose of determining a staff member'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.

#### Casual pay rates

~~5441~~ The rates of pay for ~~casual-staff~~Casual Staff, and in the case of ~~casual~~ Academic ~~casual-staff~~Staff, the manner in which they are to be applied (including rates in respect of all marking not contemporaneous with a lecture, tutorial or other teaching session), are specified in Schedule 1. These rates include a 25% loading in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits. Where ~~it is anticipated that a~~ ~~casual-staff~~Casual Staff member will be employed over an anticipated timeframe, the University may spread payments equally over ~~the that~~ timeframe. If the

anticipated number of hours or sessions are not worked, the ~~staff~~Casual Staff member's payments will be adjusted accordingly.

#### Applications for conversion to continuing or fixed term employment

~~5542~~ Where the University establishes a continuing or fixed term position, a ~~casual-staff~~Casual Staff member who has performed the duties of the position, or a substantially similar position, on a regular and systematic basis preceding the establishment of the continuing or fixed term position may apply for conversion to continuing or fixed term employment provided that the ~~staff~~Casual Staff member has:

(a) been employed for a number of hours over the preceding 12 month period that would be equivalent to at least the hours applicable to a continuing or fixed term staff member employed on an 0.5 basis, or ~~alternatively~~additionally in the case of ~~casual~~ general staff, over the immediately preceding period of at least 24 months;

(b) been employed on the basis of merit, through a transparent and competitive process ~~that is~~ consistent with University policy;

(c) ~~\_\_\_\_\_~~ performed in the role in accordance with expectations set and adopted during their employment and has been assessed as at least ~~satisfactorily~~fully met expectations in accordance with the University's ~~Performance Management and Development~~P&D Program; and

(d) has demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required, according to their ~~Performance Management and Development~~P&D Program and the Faculty's strategic directions.

56

43 The University may refuse an application for conversion on reasonable grounds, including the following:

(a) the ~~casual staff~~Casual Staff member is a student, and their status as a student was the primary reason for their appointment;

(b) the ~~casual staff~~Casual Staff member is a genuine retiree;

(c) the work performed by the ~~staff~~Casual Staff member is predominantly related to discontinued, or discontinuing programs;

(d) the ~~casual staff~~Casual Staff member has another primary role in the University, either as a full-time or part-time staff member ~~or an independent contractor~~;

i

(e) the ~~casual staff~~Casual Staff member has not performed in the role in accordance with expectations set and adopted during their employment and has been assessed as not meeting requirements;

(f) the ~~casual staff~~Casual Staff member has not demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required; or

(g) another ~~casual staff~~Casual Staff member has also satisfied the requirements specified in clause 5542 and is rated more highly than the applicant on the basis of merit.

57

44 A ~~casual staff~~Casual Staff member whose application for conversion is refused will be provided with written reasons for the refusal, and may not make a further application for conversion for at least 12 months except in circumstances where the ~~staff~~Casual Staff member's application has been refused on the grounds specified in clause 5643(g) and a new vacancy arises.

Employment conditions applicable to ~~casual academic staff~~Casual Academic Staff only

58

45 To provide casual academic staff with increased certainty and security as to their employment, appointments may be made to perform a specified program of work on a sessional basis over an anticipated timeframe of one or more semesters. Casual Academic Staff employed on a sessional basis will receive a casual loading under clause 54.

5941.

46 Where for any reason it becomes necessary for the University to end a sessional arrangement before the end of a semester, the staff member concerned will be given at least one week's advance notification of the cessation of their employment. If the staff member wishes to end their employment before the end of a semester, they will

give the University at least one week's notice. The University may consent to a shorter period of time on a case-by-case basis.

~~60 The University will review the incidence of casual academic employment within each Faculty on an annual basis, and where all academic casual staff (excluding staff who are students or who have other primary occupations) are performing more than five per cent of a Faculty's face to face teaching hours at Level B and above, the Faculty will, as far as operational needs permit, establish sufficient teaching and research positions at Level A to reduce the use of casual employment to no more than five per cent of face to face teaching hours at Level B and above after two consecutive semesters of the situation persisting. In the second semester, a review will be undertaken to ensure that no more than five per cent of the Faculty's face to face teaching hours at Level B and above is performed by casual staff (excluding staff who are students or who have other primary occupations) in the third and following semesters.~~

~~61 Casual staff who have performed at least 60% of a full-time teaching workload will have access to fixed term teaching focused roles, subject to satisfying the requirements in clause 217.~~

#### PART C: PROBATION AND CONFIRMATION

##### PROBATION

Employment on probationary basis

~~6247~~ Staff other than ~~casual staff~~ Casual Staff may be employed on a probationary basis.

Probation period

~~6348~~ The initial ~~period of probation~~ period will normally be six months. However, a shorter period may be set having regard to the nature of the position and any other factors ~~that~~ the University considers relevant, including previous service with the University. ~~In the case of Academic staff, a~~ longer period may be fixed, provided ~~that~~ it does not exceed 12 months.

49

~~64 During the probation period, the staff member's performance will be assessed in accordance with the Performance Management and Development Program referred to in clause 241 and their Supervisor will inform them of any deficiencies in their performance or conduct and the improvements necessary to meet the required standard.~~ The successful completion of probation requires a Performance Management and Development P & D Program evaluation with an overall rating of "satisfactory" or higher.

~~65~~ at least "fully met expectations".

50 A staff member whose performance or conduct is not meeting the required standard and who, as a result, is at risk of having their employment terminated in accordance with clause ~~6752~~ will be given a written notification to this

effect ~~(a Performance Warning)~~. This clause does not preclude the University from terminating the employment of a staff member in accordance with clause ~~67247~~ without such prior written notification where ~~the staff member has~~ they have engaged in Serious Misconduct.

~~66~~ Where a 51 A probation period may be extended if the staff member's Supervisor considers that an extension is warranted because:

(a) the Supervisor has concerns about the staff member's performance fails to meet the required standard:

~~(a) during their initial probationary period, the staff member's probationary period may be extended for a further period of up to six months (in the case of Academic staff) or three months (in the case of General and English teaching staff); or~~  
or conduct during the initial confirmation period; or

(b) the staff member has been absent from the workplace to such an extent that it has not been possible to assess their performance during their ~~the~~ initial probationary confirmation period;

provided that the total probation period ~~or, including~~ any extended probationary period, the staff member's employment may be terminated in accordance with clause 67.

extension, does not exceed 12 months.

Termination of employment during probationary period

~~6752~~ At any time up to the end of the probationary period, including any extended probationary period, a staff member's employment may be terminated:

(a) by the staff member or the University:

(i) in the case of Academic ~~staff~~ Staff employed on a fixed term contract the specified term of which is for a period of less than 12 months, on 13 weeks' written notice ~~+~~  
, or the balance of the term of employment, whichever is the lesser;

(ii) for all other academic appointments on a probationary basis, on 26 weeks' written notice; (iii) in the case of ~~General staff~~ Professional Staff, on one week's written notice; and

(iv) in the case of English ~~language teaching staff~~ Language Teaching Staff, on two weeks' written notice; or

(b) by the University, without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.

~~68~~

~~53~~ The University may substitute payment in lieu of all or any part of any period of notice of termination.

~~5469~~ The University must not terminate a staff member's employment under clause ~~67(a)52~~ for reasons relating to the staff member's performance unless the staff member has been informed of, and given an opportunity to address any deficiencies in their performance.

~~7055~~ The University must not terminate a staff member's employment under clauses ~~67(a) or 67(b)52~~ unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them on which the University intends to rely.

#### CONFIRMATION - ACADEMIC STAFF ONLY

~~71~~

~~56~~ Academic ~~staff~~Staff appointed on a continuing basis may be required to serve a confirmation period after the successful completion of probation. A confirmation period will generally be no less than three years and must not exceed:

~~(a) five years for staff appointed at Level A; and~~

~~(b) four years for staff appointed at Level B or above.~~

~~72~~ ~~During the confirmation period, the staff member's Supervisor will inform them of any deficiencies in their performance or conduct and the improvements necessary to meet the required standard. Performance will be assessed in accordance with the Performance Management and Development Program referred to in clause 241.~~

~~73.~~

~~57~~ Except in cases of Serious Misconduct, a staff member whose performance or conduct is not meeting the required standard and who, as a result, is at risk of having their employment terminated under clause ~~7559~~ will be given a written notification to this effect ~~(a Performance Warning)~~. The. This clause does not preclude the University from terminating a staff member's employment of a staff member who engages in Serious Misconduct may be terminated under clause 75 in accordance with clause 59(b) without such prior written notification.  
~~74 where they have engaged in Serious Misconduct.~~

~~58~~ A confirmation period may be extended if the staff member's Supervisor considers that an extension is warranted because:

(a) the Supervisor has concerns about the staff member's performance or conduct during the initial confirmation period; or

(b) the staff member has been absent from the workplace to such an extent that it has not been possible to assess ~~the staff member's~~their performance during the initial confirmation period;

provided that the total confirmation period, including any extension, ~~does not exceed the maximum periods specified in clause 71.~~  
is no longer than five years.

Termination of employment during confirmation period

7559 At any time after the end of the probation period, and up to the end of the confirmation period, including any extended confirmation period, a staff member's employment may be terminated:

(a) by the staff member or the University, on 26 weeks' notice; or

(b) by the University, immediately without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.

7660 The notice period in clause 7559 will be taken to have commenced from the date that the Performance Warning written notification referred to in clause 7357 was issued to the staff member.

7761 The University may substitute payment in lieu of all or any part of any period of notice of termination.

7862 The University must not terminate a staff member's employment under clause 7559 unless the staff member has they have been informed of, and given an opportunity to respond to, any adverse material about them on which the University intends to rely.

PART D: CLASSIFICATIONS, SALARIES AND ALLOWANCES Classifications and classification descriptors

79

63 The levels/classifications and classification descriptors for all Academic and ~~General staff~~ Professional Staff to whom this Agreement applies

(except for Trainees) are set out in Schedule 2, and English ~~language teaching~~ Language Teaching classifications are defined as set out in Schedule 5.

#### Academic staff roles

64 ~~General~~ Academic staff may be assigned to teaching and research, teaching focused or research only roles.

65 Teaching focused roles will be an option within a Faculty's workload model to allow staff to concentrate on learning and teaching.

66 Provision for teaching focused roles will have regard to the personal and/or professional circumstances and preferences of individual staff and will enable staff to be employed in teaching focused work for agreed and specific time periods. Staff employed in teaching focused roles will have access to promotion (taking into account teaching excellence, leadership and record of scholarship), performance planning and development as well as a career path in teaching. Teaching focused roles may be full-time or part-time.

67 A staff member employed in a teaching and research role may assume a teaching focused role only if, in the preceding 12 months (or for an earlier period of 12 months in the case of staff returning from extended leave), they have been given an opportunity to engage in research work consistently with clause 183.

68 A staff member (other than a staff member who has entered into a pre-retirement contract) who undertakes a teaching focused role in accordance with clause 67 may elect to return to a teaching and research role after a specified term if they develop an annual research plan of

work (using the University's performance plan template, and including provision for development and mentoring), have their research plan approved by their Supervisor and agree to undertake the work specified in the research plan.

69 A staff member who enters into pre-retirement contract may be employed in a teaching focused role on a fixed term basis.

#### Professional Staff classification assessment

~~80~~ 70 Professional Staff positions will be classified in accordance with the General staff/Professional Staff classification assessment descriptors set out in Schedule 2. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.

~~81~~ The following general principles apply to classification assessment:

~~(a) all positions are subject to these procedures, regardless of funding source or availability; (b) the classification assessment will be of the position not the occupant;~~

~~(c) classification assessment decisions will be based only on an assessment of the documentation of positions against the classification descriptors in Schedule 2; and~~

~~(d) equity principles and the classification descriptors will be applied consistently across positions.~~

~~82~~ Classification assessment will be undertaken by the University's classification assessment team, which will be led by a specialist, nominated by the University, who can consider and validate the attributes of the position against the position assessment descriptors. The classification assessment team will also be responsible for conducting position description surveys University wide every two years and reporting those results to a Classification Monitoring Panel (CMP) which will be established within three months of the commencement of this Agreement.

~~83~~ The CMP will comprise three staff appointees, being General staff nominated by the staff representatives on the Management and Staff Consultative Committee and three management appointees, being staff nominated by the University. In addition to reviewing the classification assessment statistical profile bi-annually, the CMP will determine disputes relating to position descriptions and applications for classification reassessment. The head of the classification assessment team will provide training to members of the CMP in the principles and processes of classification monitoring. For the purposes of determining disputes relating to applications for classification reassessment, the CMP will be supplemented by a pool of suitably qualified staff and external appointees who will be appointed by the University (in consultation with the Unions through the Management & Staff Consultative Committee) to act as Chairpersons.  
General staff position descriptions

~~84 — Each General staff position will have a position description which will include the following information: (a) — the purpose of the position and its overall context within the workplace; (b) — the duties required of the position (provided a staff member has been performing particular duties for a period of six months with the knowledge of their Supervisor, those duties will be deemed to have been required for the period during which they were performed);~~

~~(c) — the degree of task complexity; the scope for decision-making; the level of knowledge, experience and skills required; and~~

~~(d) — the relationship of the position to other positions within the team or work group.~~

~~85 — Position descriptions must be approved by the authorised Delegate at the Faculty/School or work unit level. A staff member who does not agree their position description accurately describes their role, may, after seeking to resolve the matter with the relevant Delegate, refer the matter to the CMP.~~

~~86 — Disputes relating to position descriptions referred to the CMP will be dealt with in the first instance by two CMP members (one staff nominee and one management nominee), and any matter that remains unresolved will be referred to the CMP for resolution.~~

~~Classification reassessment process~~

~~87 — A staff member or their Supervisor or Union may apply for a reassessment of the classification of the staff member's position once during any 12 month period.~~

~~88 — Applications for classification reassessment will be determined by the University's Classification Assessment team, and should normally be determined within six weeks of the date of lodgement unless an extension is approved by a sub-committee of the CMP which will be established for this purpose. If an application for reassessment is not determined by the Classification Assessment team within six weeks of being lodged (or such longer period as may be approved by the CMP sub-committee), the applicant may ask the CMP to determine the application.~~

~~89 — Where a decision is taken to upgrade a position to a higher level, the effective date of the reclassification will be the date on which the changes that warranted the upgrading occurred.~~

~~90 — Where a decision is taken to not approve the application for a change in classification to a higher level, the Head of the Classification Assessment team will provide the incumbent and the Supervisor of the position with written reasons for the decision.~~

~~91 — Where a position is assessed as being at a lower classification than its present level, the Classification Assessment team will provide the incumbent and the Supervisor of the position with written reasons for the decision, but the incumbent's salary will not be reduced.~~

~~Reviews and Appeals~~

~~92 — A staff member may appeal to the CMP against a determination of the Classification Assessment team.~~

~~93 — Appeals must be lodged within 14 days of notification of the decision and must specify how the process of decision making was flawed~~



~~and/or the grounds on which the classification assessment decision was in error.~~

~~94 Appeals will be determined by an Appeal Panel convened from the membership of the CMP comprising one staff appointee, one management appointee and a Chairperson.~~

~~95 The CMP will determine the merits of the classification assessment decision on the basis of whether the descriptors have been correctly applied, and may make its determinations on the basis of written submissions only or to conduct a meeting to review the written submissions.~~

~~96 Appeals will be heard and determined within four weeks of being lodged, and the CMP will publish reasons for its decision. The decision of the CMP will be final and not subject to further review.~~

#### SALARIES

##### Salaries and salary increases

~~97~~71 The rates of pay applicable to the classifications ~~referred to in clause 79~~covered by this Agreement are set out in Schedule 1. These rates include ~~the following~~ increases of 2% per year during the nominal term of the Agreement:

- ~~• 3% from the first full pay period on or after 1 September 2009~~
- ~~• 2% from the first full pay period on or after 1 January 2010~~
- ~~• 2.5% from the first full pay period on or after 1 July 2010~~
- ~~• 2.5% from the first full pay period on or after 1 January 2011~~
- ~~• 2.5% from the first full pay period on or after 1 July 2011~~
- ~~• 2.5% from the first full pay period on or after 1 January 2012.~~

72 Eligibility for the loadings specified in Schedule 1 for Academic ~~staff~~Staff will be determined by University policy.

##### Apprentices

~~98~~73 Apprentices will be paid in accordance with the following percentages of the Salary prescribed for the first step of HEO Level 3:

- 1st year 45%
- 2nd year 60%
- 3rd year 75%
- 4th year 90%.

Cadets

~~9974~~ The University may employ eligible persons as cadets on a fixed term basis. Cadets will receive the following percentage of the applicable rate specified in Schedule 1:

- 1st year 60%
- 2nd year 75%
- 3rd year 85%.

Trainees

~~10075~~ The University may employ eligible persons on a fixed term basis to be ~~trainees, (i.e. persons who undertake a structured program of paid work and training pursuant to a training agreement registered with the relevant State Training Authority)~~ Trainees under the arrangements in place immediately before the commencement of this Agreement.

Supported wage arrangements

~~10176~~ Staff who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates:

Assessed Capacity

% of prescribed salary rate

Assessed Capacity

% of prescribed salary rate

10%

10%

50%

50%

20%

20%

60%

60%  
30%  
30%  
70%  
70%  
40%  
40%  
80%  
80%  
90%  
90%

Salary advancement

~~102~~

Incremental progression

~~77~~ On completion of twelve months' paid service, a continuing and fixed term staff ~~member~~ (other than ~~a~~ staff ~~member~~ who is/are paid at the highest salary step applicable to their classification level) will be eligible for advancement to the next salary step within their classification level unless if their performance has been assessed as "not fully meeting requirements/expectations" under the University's Performance Management and Development P&D Program ~~in accordance with clause 241 or their~~

~~conduct has been found to be unsatisfactory.~~ A decision to withhold a salary increment must be authorised by the relevant Supervisor. If incremental progression is withheld or deferred, the staff member will be notified in writing of the reasons and given the opportunity to respond.

Allowances

~~103~~78 Allowances (other than higher duties allowances for General staff/Professional Staff) will be paid to eligible staff in accordance with Schedule 3. Except as specified in Schedule 3, the allowances listed in that schedule will be increased during the term if this Agreement in accordance with the percentage increases specified in clause 9771 at the times specified in that clause.

~~104~~ ~~General staff~~79 Professional Staff may be required to act temporarily in a position which is classified at a higher level than their substantive position. Subject to clauses 10580 and 10681, staff

required to act in a higher position for a continuous period of five working days or more will be paid an allowance as follows:

(a) if required to perform the full range of duties of the position in which they are required to act, the allowance will be equivalent to the difference between the staff member's own Salary and the minimum salary rate applicable to the classification of the acting position; and

(b) in other cases the amount payable will be determined by the University having regard to factors such as the duties that the staff member is required to perform and the staff member's performance, including during previous periods of temporary performance and relevant experience or skills.

10580 If a staff member has been acting in a higher position for a continuous period of 12 months and is able to satisfy the criteria for incremental progression:

(a) the allowance will be increased to the next incremental step within the higher classification level if the staff member is required to perform the full range of duties of the position in which they are required to act; and

(b) in other cases, the allowance will be increased by an amount reflecting the percentage of the duties required to be performed.

10681 A staff member whose substantive responsibilities as specified in their position description (or equivalent) include deputising for a more senior staff member will not be entitled to any allowance when acting in the senior staff member's position.

Payment of salaries and related payments

10782 Salaries, allowances and overtime payments will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the staff member.

10883 Any other payments to which a staff member may be entitled, whether under this Agreement or otherwise, will also be made by electronic funds transfer into a financial institution account nominated by the staff member.

84 Where a staff member receives an amount to which they are not entitled as a result of an error by the University (an overpayment), the amount of any overpayment:

(a) can be applied by the University to meet any future payment obligation to the staff member, provided that the University has given the staff member notice of its intention to do so; and

(b) to the extent that any overpayment exceeds the University's future payment obligations to the staff member, the staff member must reimburse the overpaid amount to the University within 7 days of being requested to do so, or at such other time(s) that the University may approve.

SUPERANNUATION Employer contributions

~~10985~~ Subject to clauses ~~11086~~ and ~~11187~~, the University will make employer superannuation contributions to Unisuper in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement. If the scheme to which a staff member belongs requires them to make employee contributions, such contributions must be made from the staff member's salary.

~~110~~ ~~With effect from the commencement of this Agreement, staff~~~~86~~  
Staff employed on fixed term contracts with at least 12 months' Continuous Service will be deemed to qualify for employer contributions to Unisuper at the rate of 17% of their superannuable salary if they comply with applicable superannuation scheme rules, including in relation to contribution flexibility arrangements.

~~11187~~ For staff who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (the State Schemes), the University will make employer superannuation contributions to the State Scheme to which the staff member belongs in accordance with the relevant employer contribution levels and arrangements in

place immediately prior to the commencement of this Agreement provided ~~that~~ the staff member is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.

#### REMUNERATION PACKAGING

~~11288~~ Staff may enter remuneration packaging arrangements in accordance with University policy. Any termination payments and payments in lieu of leave payable to a staff member will be calculated on the basis of the Salary which would be payable had they not taken benefits in lieu of salary.

#### PART E: HOURS OF WORK AND ARRANGEMENTS HOURS OF WORK

~~11389~~ The ordinary weekly full-time working hours for staff employed under this Agreement are as follows:

(a) Academic ~~staff~~Staff: 37.5 hours;

(b) English ~~language teaching staff~~Language Teaching Staff: 35 hours;

~~(c) General Professional Staff:~~

~~(i) staff:~~

~~• Farm staff: 38 hours;~~

~~• Staff who are responsible for the care of animals other than farm staff: 38 hours; or~~

~~• All (ii) all other General staff~~Professional Staff: 35 hours.

Note: Details of working hours for ~~General staff~~ Professional Staff, and English ~~language teaching staff~~ Language Teaching Staff, are set out in Schedules ~~4 and~~ 5 respectively.

#### PART-TIME EMPLOYMENT

~~114 Staff may be employed on a part-time basis for fewer than the ordinary working hours applicable to an equivalent full-time staff member.~~

~~115~~

90 Except where specified otherwise, provisions relating to Salary, leave and all other entitlements contained in this Agreement, and other benefits provided in accordance with University policies, apply to part-time staff on a pro rata basis.

~~116~~91 Where part-time ~~General staff~~ Professional Staff are required to work additional hours, they will be paid at the following rates:

(a) where the total hours worked on any one day do not exceed 20% of the ordinary weekly hours of an equivalent full-time staff member, the additional hours are paid at the staff member's ordinary rate of pay; and

(b) where the total hours worked on any one day exceed 20% of the ordinary weekly hours of an equivalent full-time staff member and the staff member's position is at HEO Level 9 or below, the additional hours are paid at the overtime rates specified in ~~clause 31 of~~ Schedule 4.

~~117~~92 Additional hours worked up to the ordinary weekly hours of an equivalent full-time staff member count as service for all purposes.

#### SEASONAL, PART-YEAR AND ANNUALISED EMPLOYMENT - ~~GENERAL~~ PROFESSIONAL STAFF ONLY

~~118 General staff~~

93 Professional Staff may be employed on a seasonal, part-year or annualised employment basis to work an agreed pattern of hours incorporating a combination of full-time service and/or part-time service and periods during which no work is required. Such arrangements may be made for employment on a continuing or fixed term basis.

~~119~~94 Professional Staff employed on a seasonal, part-year or annualised employment basis may elect to:

(a) have their hours of work averaged over a 12 month period and be paid fortnightly according to their averaged hours; or

(b) be paid for the hours ~~that~~ they actually work, and take accrued paid leave, or when paid leave entitlements are exhausted, unpaid leave, during periods that they are not required to work.

~~95120~~ An election made pursuant to clause ~~11994~~ will be operative for a minimum of 12 months, and may be altered by the ~~staff~~ Professional Staff member no more than annually.

#### FLEXIBLE WORKING ARRANGEMENTS

~~96121~~ Staff who provide care for members of their ~~immediate family~~ Immediate Family or household are entitled to apply for flexible working arrangements for up to ~~twelve~~ 12 months, or longer by agreement between the staff member and their Supervisor.

~~12297~~ Flexible work arrangements may include changing from full-time work to part-time work, and returning to full-time work; job sharing; changing starting and finishing times within hours of work as regulated by this Agreement; decreasing hours of work; flexible working hours and periods of leave without pay.

98 To access flexible working arrangements, staff members with caring responsibilities are required to make written application to their Supervisor, setting out the nature of flexibility required and the period of time proposed to utilise flexible working arrangements. ~~Flexible work arrangements may include changing from full-time work to part-time work, and returning to full-time work; job sharing; changing starting and finishing times within hours of work as regulated by this Agreement; decreasing hours of work; flexible working hours and periods of leave without pay.~~

99 The University must genuinely consider the application including alternative proposals by the staff member.

~~123100~~ Applications for flexible working arrangements may only be refused on reasonable business grounds. If an application is refused, the University ~~must~~ will provide detailed reasons to the staff member.

~~124101~~ In addition to any other rights in this Agreement, if an application for flexible working arrangements is refused the staff member may make further application where circumstances have changed, or after six months from the date of the initial application.

#### PART F: PUBLIC HOLIDAYS AND LEAVE PUBLIC HOLIDAYS

~~125102~~ Staff (other than ~~casual staff~~ Casual Staff) who are not required to work on the following public holidays will be paid for those days at their ordinary rate of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any days proclaimed as substitute days and all other public holidays that are proclaimed as state-wide holidays for the State of New South Wales.

~~103126~~ The first working day after Boxing Day public holiday will also be treated as a public holiday, in lieu of the August Bank Holiday.

104

~~127~~ Part-time staff who would normally have worked on a particular day but for the occurrence of a public holiday will be paid for the proportion of time that they would normally have worked.

~~128~~105 A ~~General staff~~Professional Staff member required to work on a public holiday will be paid double time and one half of their ordinary rate of pay for the hours worked. This payment will be instead of any loading payable under clause 19 of Schedule 4.

#### ANNUAL LEAVE

~~129~~

106 Subject to clause ~~132~~107:

(a) staff (other than ~~casual staff~~Casual Staff and seven day continuous shift-workers) will be entitled to four weeks' paid annual leave; and

(b) seven day continuous shift-workers (other than ~~casual staff~~Casual Staff) will be entitled to five weeks' paid annual leave for each 12 months of continuous paid service, accruing on a pro rata basis.

~~130~~107 Annual leave does not accrue during any period of leave without pay, and accrues on a pro rata basis during any period of paid leave taken at less than full pay. Staff will be paid at their ordinary rate of pay for any public holiday falling during their annual leave without deduction from their leave credits.

108 Seven day shift-workers will not be paid shift loadings for public holidays occurring during a period of annual leave.

~~131~~109 Annual leave makes an important contribution to the health and well-being of staff, and annual leave plans for each staff member will be included in workload planning. Annual leave will be taken at times approved by the University, and may be taken in one consecutive period, or in shorter separate periods by mutual agreement. As far as practicable, the University will consider the preferences of staff in relation to the scheduling of leave.

~~132~~ Annual leave makes an important contribution to the health and well-being of staff, and annual leave plans for each staff member will be included in workload planning. During the life of this Agreement, the Management & Staff Consultative Committee will examine ways to encourage staff to take annual leave on a regular basis and to reduce existing excess leave balances. The Management & Staff Consultative Committee will make recommendations to address these issues administratively by no later than March 2010, and will also make recommendations for new provisions to be included in a future enterprise agreement. Additional measures to promote the reduction of excess leave balances during the life of this Agreement are set out in clauses ~~133 to 137~~.110

~~133~~ Staff may accumulate up to 40 days' annual leave entitlement. However, ~~where~~Where a staff member has accrued more than 40 days annual leave, they may be directed to take annual leave in accordance with clause ~~134~~111(c). ~~Staff who have accrued more than 40 days annual leave at the commencement of this Agreement may) or~~ elect to cash out up to 10 days annual leave in accordance with clause ~~136~~.

~~134~~112.

111 Staff may be directed to take annual leave or be considered to be on annual leave in the following circumstances:



(a) ~~staff~~Staff may be directed to take a minimum of 10 days' annual leave within ~~any 12-month cycle~~a calendar year at a time convenient to the University~~+, which leave must be taken in one continuous period.~~

(b) ~~staff~~Staff may be directed to take annual leave during the usual period of annual close down in December/January for working days other than public holidays (including any days proclaimed as substitute public holidays) and any additional "concessional days" granted by the University falling within the close down period.~~During each annual close down period falling within the life of this Agreement, the University will grant three concessional days, being days on which staff receive payment but are not required to attend for duty unless expressly directed to do so. Staff who are directed to attend for duty will be entitled to take three concessional days leave at times approved by their Supervisor.~~

(c) ~~with~~With effect from 1 January ~~2010~~2013, a staff member who, at ~~31 October~~30 September of any year, has accrued in excess of 36 days annual leave, will receive notification that their annual leave balance will exceed 40 days on 1 ~~February~~January the following year, unless the annual leave is taken. If the annual leave is not taken, the staff member will be directed to take, and considered to be on, annual leave from 1 ~~February~~January for the period of leave in excess of 40 days, unless, over the preceding year, reasonable requests for annual leave have been denied.

(d) Before being considered to be on annual leave under clause ~~134(e)~~111 a staff member must have been: ~~(iv)~~(v) advised to take annual leave;

~~(ii)~~(vi) notified in writing that they will be deemed to have taken their leave if not taken by 1 February; and

~~(iii)~~(vii) given the opportunity to take the excess leave.

~~135~~—Clause ~~134~~111 does not apply to a staff member who has obtained approval from their Supervisor to take the leave over a longer period, which may be up to a maximum of 12 months.

~~136~~112 Staff who have accrued more than 40 days annual leave~~at the commencement of this Agreement~~ may elect to cash out up to 10 days annual leave as follows:

(a) leave may be cashed out only if the staff member takes an amount of annual leave equal to or greater than that cashed out;

(b) an election to cash out leave must be in writing; and

(c) ~~applications to cash out leave must be made within 12 months of the commencement of this Agreement, and~~ any leave to be taken in conjunction with a cash out must be taken within ~~186~~186 months of the ~~commencement~~cashing out of ~~this Agreement.~~

~~137~~ leave.

113 If a staff member has exercised the right to cash out leave or has been given a direction to take leave, the University will be entitled to deduct the amount of annual leave ~~as provided for in clause 134 or directed to be taken at~~ from the ~~conclusion of the period of~~ staff member's accrued leave.

~~138~~ credits.

114 Staff with insufficient accrued annual leave to cover the specified annual leave days during any period of annual close down will take leave without pay for the days on which they would have otherwise been directed to take annual leave. However, ~~General staff~~ Professional Staff who have insufficient accrued annual leave to cover the specified annual leave days but have accrued additional time under clause 11 of Schedule 4, may utilise their accrued hours instead of taking unpaid leave.

~~139~~115 Staff are normally expected to take all their accrued leave prior to the end of their employment with the University.

Interaction with sick leave

~~140~~116 A staff member who is ill or incapacitated during annual leave, may, on production of a medical certificate, take sick leave for the period of their illness or incapacity ~~;~~ , and the annual leave deducted will be re-credited to the extent of sick leave approved.

Payment in lieu of accrued annual leave

~~141~~117 Staff will be paid in lieu of any annual leave that is accrued but untaken at the time of termination of their employment. Such payments will be calculated at the staff member's Salary as defined in clause ~~32~~ in relation to paid leave and payments in lieu of leave. If a staff member dies, the payment will be paid to their estate unless otherwise required by law.

ANNUAL LEAVE LOADING

~~142~~

118 Staff (other than ~~casual staff~~ Casual Staff and seven day continuous shift-workers) will receive an annual leave loading payment in December each year. Subject to clauses ~~143~~119 to ~~145~~120 the loading will be equivalent to 17.5% of four weeks' pay at the staff member's Salary rate as at 30 November immediately preceding the payment date.

~~143~~119 The maximum loading payable will be equivalent to 17.5% of four weeks' pay at the Salary rate applicable to the base of Higher Education Officer Level 10 (for ~~General staff~~ Professional and English ~~language teaching staff~~ Language Teaching Staff) and Level C, step 3 for Academic ~~staff~~ Staff at 30 November immediately preceding the payment date.

~~144~~120 Staff whose employment ends before the December payment date or who have not completed 12 months Continuous Service as at 31 December of the year to which the payment relates (the accrual year), will receive a pro rata payment ~~(determined in accordance with clause 142 or 143 as the case requires)~~ based on the number completed months of Continuous Service in the accrual year provided that no payment shall be made to staff whose employment is terminated on grounds of Serious Misconduct.

~~145~~121 Seven day continuous shift-workers who are entitled to five weeks' annual leave will be paid the greater of the shift penalties (or other allowances paid in lieu of shift penalties) that they would have received had they not been on annual leave or a loading equivalent to 17.5% of four weeks' pay.

#### PERSONAL LEAVE

##### ~~Sick leave entitlement~~

~~146~~Staff~~122~~ From the commencement of this Agreement, staff (other than ~~casual staff~~Casual Staff) will be entitled to ~~paid sick leave as specified below when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:~~

##### ~~Continuous Service~~

##### ~~Leave entitlement~~

~~(a) Less than 1 year~~

~~2 weeks credited each year\*~~

~~(b) 1 year or more~~

~~10 weeks credited each year \*~~

~~(c) 20 or more years~~

~~As per (b) or 2 weeks per year of service, less sick leave already taken on full pay, to a maximum of one calendar year less the amount of sick leave already taken on full pay~~

~~\*days' paid personal leave per year. Leave untaken in the year of accrual is added to a staff member's entitlement on the anniversary of their appointment and remains to their credit for 12 months~~accumulates from year to year, to a maximum of 10 days per year.

~~123 Staff who were employed before the commencement of this Agreement will retain personal leave credits that were accrued before the Agreement commenced, to a maximum of 50 days.~~

~~124 Subject to available credits, staff may take paid personal leave in the following circumstances:~~

~~(a) where they are unable to attend work due to due to personal illness or injury (sick leave);~~

~~(b) that date. to care for a member of their Immediate Family~~

~~147 If a public holiday, as defined in clause 125, falls during a period during which the staff member has taken paid personal or carer's leave, the staff member is taken not to be on paid personal or carer's leave on that public holiday unless they would have otherwise been required to work on that day.~~

~~148 No payment is made in lieu of unused sick leave on termination.~~

~~149 Additional paid sick leave may be approved by the Delegated Officer (Staffing) in exceptional circumstances if a staff member is seriously ill and suffering substantial hardship and has used up all of their paid sick leave entitlement.~~

~~Note: Additional provisions dealing with ill health and injury are set out in clauses 291 to 302.~~

#### Carer's Leave

~~150 A staff member (other than a casual staff member) is entitled to use up to 10 days' of their sick leave credits in any year of service, or up to 20 days in two consecutive years of service to care for a member of their immediate family or household who is ill or incapacitated and requires care and support or who requires care due to an unexpected emergency (carer's leave);~~

(c) in the event of the death or serious illness of a member of their Immediate Family or household, in which case up to five days paid leave may be taken per occasion, as required (compassionate leave);

(d) where staff are affected by domestic or family violence and require leave for reasons such as medical or counselling appointments, organising alternative accommodation, care and/or education arrangements, attending court hearings, police appointments and accessing legal advice;

(e) where the staff member's partner has given birth to a child or the staff member has adopted a child, in which case up to five days paid leave may be taken within 12 months of the birth or adoption (parental leave); or

(f) general staff may convert up to five days of their accrued personal leave each year to career development leave. Such leave will be approved in accordance with University policy.

If a public holiday, as defined in clause 102, falls during a period during which the staff member has taken paid personal leave, the staff member is taken not to be on paid personal leave on that public holiday unless they would have otherwise been required to work on that day.

125 No payment will be made in lieu of unused personal leave on termination of employment.

126 Additional paid personal leave may be approved by the Delegated Officer (Staffing) in the following circumstances where a staff member has used up all of their paid personal leave entitlement:

(a) in exceptional circumstances where leave is required to care for a staff member or a member of their immediate family or household member for whom they have caring responsibilities is seriously ill or injured;

(b) Where a staff member is affected by domestic or family violence; or

(c) in the event of the death or serious illness of a staff member's Immediate Family or household, and the staff member has insufficient personal leave credits, in which case up to three days paid leave will be granted per occasion.

~~127~~ and the staff member has exhausted their paid carer's leave entitlement.

~~151~~ Staff with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.

~~152~~128 To assist staff with family responsibilities, a Supervisor may agree to them:

(a) ~~\_\_\_~~ taking up to two weeks annual leave in single days;

~~\_\_\_~~ (b) taking accrued time off in lieu of overtime;

(c) ~~\_\_\_~~ taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated; and/or

(d) ~~\_\_\_~~ entering into flexible working arrangements under clauses ~~121~~96 to ~~124~~.

#### ~~Compassionate leave~~

~~153~~ A staff member is entitled to paid compassionate leave in accordance with the Fair Work Act 2009 (Cth) in the event of the death or serious illness of a member of their immediate family or household. Up to two days' leave will be granted on each occasion that leave is required.

100.

#### Casual ~~staff~~

#### ~~154~~Staff

129 Subject to providing notification and medical certificates or other documentation as specified in clause ~~156, casual staff~~130, Casual Staff are entitled to not be available to attend work, or to leave work:

(a) if they need to care for members of their ~~immediate family~~Immediate Family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death in Australia of an ~~immediate family~~Immediate Family or household member.

The ~~staff~~Casual Staff member and their Supervisor will agree on the period for which ~~the staff member~~they will be entitled to be unavailable to attend work. If agreement cannot be reached, the ~~staff~~Casual Staff member will be entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. No payment will be made for any period of non-attendance.

~~155 The University will not fail to re-employ a casual staff member because they accessed the entitlements provided for in clause 154. The rights of the University to employ or not to employ casual staff are otherwise not affected.~~

Notification and supporting evidence

~~156130~~ A staff member who is unable to attend work ~~due to personal illness or carer's responsibilities~~ must:

(a) ~~—~~ notify their Supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the staff member's absence); and

(b) provide a medical certificate (or in the case of an absence due to an unexpected emergency or domestic or family violence, a statutory declaration or other documentation that is acceptable to the University):

(i) for any single period of absence of five~~three~~ working days or more; and

(ii) ~~if requested to do so,~~ for any absence after taking five separate periods of sick or carer's leave in one Year of Employment~~any 12 month period~~ without providing a medical certificate, ~~after being notified that they have taken five such periods of leave and that certificates are required for future absences.~~

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LONG SERVICE LEAVE Leave entitlement

~~157131~~ Staff other than ~~casual staff~~Casual Staff are entitled to paid long service leave as follows:

(a) three months' leave on full pay or six months' leave on half pay after ten years' continuous full-time service ~~(whether continuous or broken)~~;

(b) a further nine calendar days' leave on full pay or 18 calendar days' leave on half pay, accruing proportionately, for each year subsequent year of continuous full-time service ~~(whether continuous or broken)~~ up to 15 years' service; and

(c) a further two months and 15 calendar days on full pay or five months leave on half pay, accruing proportionately, for each subsequent period of five years in excess of 15 years' service.

132 Part-time staff and staff with a combination of full-time and part-time service are entitled to long service leave on a pro rata basis.

Leave entitlement - ~~casual staff~~

~~158~~ Casual Staff

~~133~~staff Casual Staff are entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW) in respect of service performed on or after 1 January 2010.

Taking long service leave

~~159~~

~~134~~ Leave must be taken at mutually agreed times, and where agreement cannot be reached, the matter will be referred to the Delegated Officer (Staffing) for resolution.

~~160~~~~135~~ Up to one month's long service leave on full pay or two months' leave on half pay may be approved after completion of seven years' Continuous Service. Such leave will be approved on the condition that the staff member concerned enter into an agreement to provide for deduction of monies from their termination payments and other repayment arrangements in the event of the termination of their employment prior to attaining the necessary period of service to qualify for the leave that was taken.

Long service leave pay and payment in lieu of long service leave

~~161~~

~~136~~ Long service leave pay and payments in lieu of long service leave will be calculated at the staff member's Salary as defined in clause ~~32~~ in relation to paid leave and payments in lieu of leave.

~~162~~~~137~~ On termination of a staff member's employment, payment will be made in lieu of leave accrued in accordance with clause ~~157~~~~131~~. Where at the time of termination a staff member has five years' Continuous Service with the University, but less than 10 years Continuous Service (~~which may include a series of contiguous contracts~~), and their employment is terminated by:

(a) the University, for any reason other than serious and wilful misconduct; or (b) the staff member because of illness, incapacity or domestic necessity; or (c) the staff member's death; the staff member will be entitled to payment in lieu of long service, but such payments will be calculated at the rate of three months' leave for 15 years' employment.

~~163~~~~138~~ If a staff member dies, the payment referred to in ~~clauses~~ ~~161~~ ~~or~~ ~~162~~ clause 137 will be paid to their estate unless otherwise required by law.

Calculation of service and leave entitlements

~~164~~

~~139~~ Periods of leave without pay do not count as service for the purpose of calculating long service entitlements except: (a) unpaid leave taken to serve in the Australian Defence Force; or

(b) unpaid leave of up to six months taken by staff with at least 10 years' paid service.

~~140~~165 For the purposes of clause ~~164~~131 a break in service of up to two months (or up to six months in the case of Research only staff) will not constitute a break in continuity of service for the purpose of long service leave, but the period of any such break will not be counted as service.

~~166~~141 Long service leave accrues on a pro rata basis during any period of paid leave taken at less than full pay.

~~167~~142 Service with other Australian Universities will be recognised in accordance with the University Long Service Leave (recognition of prior service) policy in place at the commencement of this Agreement.

~~168~~ A staff member who has been employed since before 18 October 1989 and was entitled to more favourable long service leave conditions than those specified in clauses 162 to 167 will not be disadvantaged in respect of the calculation of their entitlements for any period of employment before that date.

#### PARENTAL LEAVE Definitions

~~169~~143 For the purposes of clauses ~~170 to 193~~144

Child means:

(a) a child (or children from a multiple birth) born to a staff member or a staff member's Partner; or

(b) a child who is placed with a staff member through an adoption process and who:

- is less than five years of age;
- is not the birth child of the staff member; and
- has not lived continuously with the staff member for six months or longer.

Female staff member's salary means the Salary (as defined in clause ~~32~~32 for leave purposes) paid to the staff member in respect of her substantive position.

Parental ~~leave~~Leave means an unbroken period of adoption leave, maternity leave, partner leave or special maternity leave.

Partner ~~leave~~Leave means paid or unpaid parental leave taken by a staff member in accordance with clause ~~182~~155.



Primary ~~care-giver~~Care Giver means a staff member who has principal responsibility for providing care and attention for the staff member's child.

Week means a five day working week.

## General principles

~~170~~

~~144~~ A staff member's total absence on ~~parental-leave~~Parental Leave, (whether paid, unpaid or a combination of both) will not exceed 52 weeks (or 104 weeks, if approval has been given for extended unpaid leave) from the date of commencement of the leave or the date of birth (or placement) of the child, and any period of annual leave or long service leave taken in conjunction with ~~parental-leave~~Parental Leave will count as part of the 52 week period (or 104 weeks, if approval has been given for extended unpaid leave), and any entitlements to paid ~~parental-leave~~Parental Leave or related benefits not accessed within 52 weeks (or 104 weeks, if approval has been given for extended unpaid leave) of the date of birth (or placement) of the child will be forfeited.

~~171~~~~145~~ Where a staff member's partner is also a member of University staff, the staff member's entitlement to ~~parental-leave~~Parental Leave is reduced by any period of ~~parental-leave~~Parental Leave taken by their partner other than the period of five days paid ~~partner-leave~~Partner Leave which may be taken in accordance with clause ~~182.155.~~

~~146~~

~~172~~ Applications for ~~parental-leave~~Parental Leave (including applications to vary approved leave) and arrangements for return to work after ~~parental-leave~~Parental Leave must be made in accordance with University policies and procedures, and must include such notice and information (such as medical certificates) as may be specified in such policies and procedures.

~~147~~~~173~~ Public holidays falling during a period of ~~parental-leave~~Parental Leave count as part of the ~~parental-leave~~Parental Leave, and no additional payment or adjustments to the period of ~~parental-leave~~Parental Leave will be made.

## Unpaid ~~parental-leave~~Parental Leave

~~148~~

~~174~~ Staff (including ~~casual-staff-as-defined-in-clause-175~~Casual Staff) may take up to 52 consecutive weeks' unpaid ~~parental-leave~~Parental Leave (or 104 weeks, if approval has been given for extended unpaid leave) in connection with the birth or adoption of a child.

~~175~~~~149~~ To qualify for unpaid ~~parental-leave~~Parental Leave under clause ~~174~~~~147~~ a ~~casual-staff~~Casual Staff member must have worked for the University on a regular and systematic basis for at least 12 months and have a reasonable expectation of ongoing

employment on a regular and systematic basis.

Paid maternity leave

150176 Female staff (other than ~~casual-staff~~Casual Staff) are entitled to paid maternity leave and benefits as follows:

Years of Continuous paid service at the expected date of birth  
Leave and benefits

(a)

Less than 1 year

1 week's paid leave for each completed month of service.

(b)

1 year or more

14 weeks' paid leave (or 28 weeks' leave at half pay), up to 8 weeks (or 16 weeks' leave at half pay) of which may be taken by the staff member's Partner provided that her Partner works for the University and will be the ~~primary care giver~~Primary Care Giver for the child.

(c)

More than 2 years

In addition to (b), and subject to the conditions in clauses 177152 and 179153 the equivalent value of 22 weeks' Salary, which may be taken as:

(i) 22 weeks paid maternity leave; or

(ii) 38 weeks paid maternity leave at 60% of Salary; or

(iii) a funded return to work program (without necessarily resuming full duties) which may include a mix of:

(A) staff development opportunities (including funding or time release for further study, research funding and/or conference leave); or

(B) other return to work assistance approved by the University; or

(C) a combination of the entitlements specified above equivalent in total to the value of 22 weeks' Salary; or

(D) leave by her Partner, provided that her Partner works for the University and will be the ~~primary care giver~~Primary Care Giver for the child.

177151 Paid leave taken by a Partner under clauses 176150(b) or (c) will be paid at the female staff member's Salary or the Partner's Salary, whichever is the lesser.

178152 A staff member who has received benefits under clause 176150(c) will not be entitled to such benefits in respect of a

subsequent period of leave unless two years have elapsed since the completion of the period of paid maternity leave under which the benefits were provided, but is entitled to leave under clause ~~176~~150(b).

~~153~~

~~179~~ A staff member who applies for the benefits referred to in clause ~~176~~150(c) will be required to enter into a written agreement with the University requiring them to:

(a) return to work for a period of at least 26 weeks following the expiry of their approved ~~parental leave~~Parental Leave (including any extended leave); or

(b) repay all monies received or paid in excess of the 14 weeks' paid maternity leave provided under clause ~~176~~150(c).

~~180~~154 A female staff member whose child is stillborn is entitled to up to 14 weeks' paid maternity leave.

Special maternity and sick leave

~~181~~

~~155~~ A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, if her pregnancy terminates before the expected date of birth, or for a pregnancy-related illness.

Partner leave

~~182~~

~~156~~ A staff member ~~(other than casual staff member)~~ is entitled to:

(a) five days' paid and five days unpaid Partner ~~leave~~Leave at the time of the birth of their child (short partner leave); and

(b) a further unbroken period of unpaid leave to be the primary care giver for the child (extended partner leave), subject to compliance with clause ~~170~~144.

Paid adoption leave

~~183~~

~~157~~ The provisions of ~~clause 176~~clauses 150 (paid maternity leave) and ~~182~~156 (Partner ~~leave~~Leave) apply to a staff member who is adopting a child. In addition, a staff member may apply for up to two days' unpaid leave to attend compulsory interviews or examinations for the adoption process.

Superannuation payments during paid Parental Leave

~~158~~parental leave

~~184~~ The University will make contributions to a staff member's superannuation fund during paid ~~parental leave~~Parental Leave where permitted by the superannuation scheme to which the staff member belongs.

Effect of expiry of fixed term contracts

~~185~~

~~159~~ Except as provided in clauses ~~186~~160 and ~~187~~161 a staff member employed on a fixed term contract will cease to have an entitlement to ~~parental leave~~Parental Leave on the expiry of their contract.

~~186~~160 A female staff member who is at least 20 weeks' pregnant at the time her contract expires and who is not offered further employment is entitled to 14 weeks' paid maternity leave unless:

(a) the female staff member was offered and refused an offer of a further fixed term contract of employment which was broadly comparable to her existing position; or

(b) a significant majority of the duties and responsibilities of the fixed term position are no longer being performed.

~~187~~

~~161~~ Where a female staff member is on maternity leave at the time her contract expires and is subsequently offered and accepts a further fixed term contract of employment, the staff member will be entitled to take the balance of the maternity leave to which she would have been entitled had her contract not expired.

Return to work after ~~parental leave~~

~~188~~Parental Leave

~~162~~ A staff member is entitled to return to the position that he or she held immediately before taking ~~parental leave~~Parental Leave, except that if a female staff member:

(a) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;

(b) began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time; and/or

(c) immediately before starting maternity leave, was acting in, or temporarily performing the duties of, a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.

~~189~~

~~163~~ A staff member may apply to work part-time after return from ~~parental leave~~Parental Leave. Any part-time work arrangement

that is agreed will be recorded as a variation to the staff member's contract of employment and will specify whether and when the staff member will return to full-time employment.

164

~~190~~ A female staff member may apply to return to work from maternity leave earlier than the leave dates agreed if the pregnancy terminates without the birth of a living child or the staff member gives birth to a living child but the child later dies.

~~191~~165

A staff member may apply to extend their period of approved ~~parental leave~~Parental Leave no later than four weeks before the end of their existing period of approved leave. Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 104 weeks from the date of commencing leave. Applications to extend a period of parental leave beyond 52 weeks may be refused by the University on reasonable business grounds.

Impact of ~~parental leave~~Parental Leave on service

192

166 Paid ~~parental leave~~Parental Leave counts as service for all purposes, but leave taken at less than full pay will affect the accrual of annual and long service leave.

~~193~~167

Unpaid ~~parental leave~~Parental Leave does not count as service for any purpose except in that the case of staff with at least ten years' paid service, up to six months unpaid ~~parental leave~~Parental Leave will count as service for the purposes of long service leave. Unpaid ~~parental leave~~Parental Leave does not break continuity of service.

~~INDIGENOUS STAFF — CULTURAL AND CEREMONIAL LEAVE~~

~~194 — Indigenous Australian staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.~~

JURY SERVICE

195

168 A staff member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service.

~~196~~169

Upon providing proof of attendance, a staff member who is required to undertake jury duty will be granted:

(a) paid leave for the period necessary for such service, in which case the staff member must forward to the University any fees (other than reimbursement of expenses) received for such jury service; or

(b) leave without pay for the period necessary for such service, in which case the staff member will be entitled to retain any fees received for such jury service.

~~197~~170

Where a staff member who takes paid leave fails to forward such fees to the University, the period of their absence for jury service will be treated as leave without pay, and any salary paid for the period of absence will be repayable to the University.

DEFENCE FORCES TRAINING LEAVE

~~198~~

171 Staff serving on a part-time basis in the Australian Defence Forces Reserves are entitled to paid leave to attend Defence Forces training as follows:

Calendar days per calendar year

Annual training

School, class or course of instruction

Navy

13

13

Army

14

14

Air force

16

16

~~172~~199 The University may grant up to four additional days' leave each year if the staff member's commanding officer states in writing that additional training is necessary. Further additional leave may be taken as annual leave or leave without pay.

173

~~200~~ The University may refuse an application to attend training if it is not convenient for the University at the time, but approval will be given for leave to attend equivalent training at an alternative convenient time.

EMERGENCY SERVICES LEAVE

~~174~~201 The University will grant up to three days' paid leave per year for the purposes of undertaking voluntary emergency management activities and related training.

~~202~~175

Additional leave will be granted where such leave is reasonable having regard to all the circumstances. Such leave will normally be unpaid, but paid leave may be granted in exceptional circumstances.

176 Emergency services leave will be granted only where a staff member:

(a) is a member of, or has a member-like association with an emergency services organisation (as defined in the State Emergency and Rescue

Management Act 1989 (NSW) or a "recognised emergency management body" as defined in the Fair Work Act 2009 ~~(Cth);~~ and

(b) provides documentary evidence of their membership, training requirements and call-outs attended if requested to do so.

#### SPECIAL LEAVE

~~203~~

~~177~~ The University may approve paid special leave in accordance with University policy. Other than in exceptional circumstances, special leave may not exceed three days.

#### LEAVE WITHOUT PAY

~~204~~

~~178~~ The University may approve leave without pay in accordance with University policy and on such conditions as the University considers appropriate in the circumstances.

#### WITNESS LEAVE

~~179~~~~205~~ A staff member who is required to attend a court or tribunal hearing as a witness: (a) will be regarded as being on duty during their period of absence if:

(i) required as a witness for the University;

(ii) the hearing relates to a University award or agreement; or

(iii) the hearing relates to proceedings initiated under clause ~~322~~~~257~~ of this Agreement in relation to the staff member's employment;

(b) ~~—~~ will be permitted to take annual leave, accrued ~~flex-time~~ ~~(General staffSDOs (Professional Staff~~ only) or time in lieu of overtime ~~(General staffProfessional Staff~~ only) or leave without pay to cover the period of their absence from work in any other circumstances;

(c) must notify their Supervisor of the expected times of their absence as early as possible; and

(d) will not be entitled to any witness fees in relation to a matter referred to in clause ~~205~~~~179~~(a), but may retain such fees as may be paid to them (if any) in respect of other matters.

#### ~~CAREER DEVELOPMENT LEAVE~~

~~206~~ ~~General staff may convert up to five days of their accrued sick leave each year to career development leave. Such leave will be approved in accordance with University policy. Career development leave will be available under this Agreement in addition to, and will not diminish, any~~

~~study leave and staff development entitlements that are otherwise available to staff in accordance with University policy.~~

PART G: MANAGEMENT OF WORK AND PERFORMANCE PRINCIPLES

~~207180~~ Staff may be directed by the University to carry out such functions and duties as are consistent with the nature of their

appointment, classification/level and employment fraction and are within their skill, capability and training and are without risks to health and safety. Other factors to be taken into account when assigning work will include:

- (a) the importance of maintaining an appropriate balance between work and family life;
- (b) provision of appropriate opportunities for career development;
- (c) the working hours specified in this Agreement; and
- (d) ensuring equity within each work unit.

~~208181~~ Staff must comply with the University's CodeCodes of Conduct and ~~Code of Conduct for Responsible Research Practice.~~

~~INTELLECTUAL FREEDOM~~

~~.~~

~~209~~ The Parties are committed to the protection and promotion of intellectual freedom within the University, including the rights of:

~~(a) Academic staff to:~~

~~engage in the free and responsible pursuit of all aspects of knowledge and culture through independent research, and to the dissemination of the outcomes of research in discussion, in teaching, as publications and creative works and in public debate; and~~

~~(b) Academic, General and English language teaching staff to:~~

~~(i) participate in the representative institutions of governance within the University in accordance with the statutes, rules and terms of reference of the institutions;~~

~~(ii) express opinions about the operation of the University and higher education policy in general;~~

~~(iii) participate in professional and representative bodies, including Unions, and to engage in community service without fear of harassment, intimidation or unfair treatment in their employment; and~~

~~(iv) express unpopular or controversial views, provided that in doing so staff must not engage in harassment, vilification or intimidation.~~

~~The Parties agree to:~~



~~(a) uphold the principle and practice of intellectual freedom in accordance with the highest ethical, professional and legal standards; and~~

~~(b) encourage and support transparency in the pursuit of intellectual freedom within its governing and administrative bodies, including through the ability to make protected disclosures in accordance with relevant legislation.~~

WORKLOADS - ACADEMIC STAFF ONLY ~~Objective~~

~~210 The objective of clauses 211 to 239 is to provide a framework for ensuring that academic workloads are equitable, transparent, manageable and without risks to health and safety.~~

Workload allocation principles

~~211~~182 Academic workloads will be determined on a fair, transparent and consultative basis, having regard to the following principles:

(a) the allocation and recognition of academic workloads should support the strategic directions of the University and, ~~subject to the terms of clauses 224 to 234, for teaching and research staff will~~ encompass the elements of teaching, research and ~~service~~ while taking into account the career aspirations of Academic ~~staff~~Staff;

(b) the allocation of academic work should reflect a multiplicity of career trajectories for Academic ~~staff~~Staff, and that the emphasis between different areas of academic work for an individual member of staff may shift throughout a person's career;

(c) an Academic ~~staff~~Staff member's workload should be suitable to their stage of development, e.g. Level A and B staff in the first year of their appointment should have a lower teaching load than experienced staff as they need time for research. Level A staff will not normally have sole responsibility for the design and delivery of courses; and

(d) ~~for work will be allocated to~~ teaching and research staff (i.e. staff other than ~~"research only"~~Research Only and ~~"teaching~~Teaching-focused staff), ~~academic work will be assigned to ensure a well-balanced portfolio encompassing,~~ in accordance with clause 230, on average:

~~(i) a way that provides a balance between teaching and teaching-related activities—40%; (ii) research and scholarship—40%; (iii), with provision for professional &/community engagement and administration—20%.~~

~~Teaching focused roles~~

~~212 Teaching focused roles. Allocations will be an option within a Faculty's workload model to allow staff to concentrate on learning and teaching.~~

~~213 Provision for teaching focused roles will have regard to the personal and/or professional circumstances and preferences of individual staff and will enable staff to be employed in teaching focused work for agreed and specific time periods. Staff employed in teaching focused roles will have access to promotion (taking into account teaching excellence, leadership and record of scholarship), performance management~~

~~and development as well as a career path in teaching. Teaching focused roles may be full-time or part-time.~~

~~214—A staff member employed in a teaching and research role may assume a teaching focused role only if, in the preceding 12 months (or for an earlier period of 12 months in the case of staff returning from extended leave), they have been given an opportunity to engage in research work consistently with clause 211(d).~~

~~215—A staff member (other than a staff member who has entered into a pre-retirement contract) who undertakes a teaching focused role in accordance with clause 214 may elect to return to a teaching and research role after a specified term if they develop an annual research plan of work (using the University's performance plan template, and including provision for development and mentoring), have their research plan approved by their Supervisor and agree to undertake the work specified in the research plan.~~

~~216—A staff member who enters into pre-retirement contract may be employed in a teaching focused role on a fixed term basis, assessed over a two year~~

~~period, and may be varied to take account of a staff member's research output and administrative contributions as well as faculty needs.~~

~~217—A staff member who has been employed on a casual basis to perform at least 60% of a full-time teaching workload, or would, but for this clause, be employed on a casual basis to perform at least 60% of a full-time teaching workload, will be offered a fixed term position in a teaching focused role under clause 21, and regulated by clause 213, subject to the following:~~

~~(a) fixed term positions will offered only if there is sufficient teaching work available to require the position to be filled for a period of at least six months;~~

~~(b) the staff member must have demonstrated the capacity to meet the future expectations of the position (including any new duties or skills that may be required) and the Faculty's strategic directions; and~~

~~(c) the staff member's casual employment was not for any of the following purposes:~~

~~(i) to replace another staff member who is absent on leave or temporary transfer, or is undertaking restricted duties, or reduced working hours; or~~

~~(ii) to undertake work where a curriculum in professional or vocational education requires that work be undertaken by a person who has practical or commercial experience.~~

~~218—The duration of any fixed term contract entered into in accordance with clause 217 must be no less than six months and no more than two years.~~

~~219 The University will not advertise teaching focused positions.~~

Workload allocation policy

~~220~~

~~183~~ Each academic work unit must have in place a workload allocation policy that complies with the provisions of this Agreement. For the purposes of this clause, academic work units will be determined at the Faculty level in consultation with Academic ~~staff~~Staff, and may comprise the Faculty, individual Schools or other organisational units.

~~221~~~~184~~ Workload allocation policies will be developed in a way which identifies a transparent correlation between the measure applied and hours of work generated.

~~222~~~~185~~ Workload allocation policies will be developed and reviewed in consultation with staff, and for the purposes of this consultation, Deans will provide staff briefings on the Faculty's financial and strategic directions, overall staff and student profile and staffing and development needs.

~~223~~~~186~~ Copies of each workload allocation policy will be provided to the Workload Monitoring Committee and posted on the University's intranet.

Individual workload allocation

~~224~~

~~187~~ Each ~~academic staff~~Academic Staff member's workload will be allocated in consultation with the staff member concerned, having regard to:

(a) the staff member's level of appointment and time fraction;

(b) the needs of early career Academic ~~staff~~Staff to establish their research profile;

(c) the importance of maintaining an appropriate balance between work and family life; (d) the working hours specified in this Agreement;

~~(e) the staff member's research output and contributions to administration;~~

~~(f) and~~

~~(e)~~ the annual and other leave plans of the staff member. No staff member will be required to make up time, take on additional duties or alter the duties that would normally be undertaken as a result of taking leave. For example, no staff member will be required to perform additional teaching duties as a result of taking leave during a teaching period.

~~225~~

~~(g) the exclusion outlined in clause 187(f) does not apply to a staff member who has been directed to take annual leave in accordance with clause 111(c).~~

188 A staff member who is enrolled for a research higher degree will be allocated a proportion of time to undertake such studies, provided that their research higher degree Supervisor certifies that adequate progress has been made.

226189 In determining the allocation of academic workloads and their quantification, the following factors will be taken into account:

- modes of delivery, including, for example, face-to-face teaching, on-line learning and blended learning;
- the level of courses taught;
- preparation for teaching, curriculum development and the development of course materials;
- supervision and mentoring of staff and students, including required attendance at classes or meetings;
- research, scholarship, creative production;
- the number of students taught;
- staff development requirements;
  
- field work supervision;
- internal and external professional work;
- administration, including participation on committees;
- overseas teaching and international commitments;
- intercampus travel;
- University service and community engagement; and
- carers' responsibilities and/or disabilities.

190227 In determining reasonable hours the University will have regard to the following:

- the total number of hours required be worked each day on a particular day;
- the number of teaching and/or required hours worked without a break;
- the time off between finishing and starting times of teaching sessions;
- the number of days of the week during which teaching and/or required duties are scheduled;

- the provisions of the ~~Occupational~~Work Health & Safety Act ~~2000~~2011 and health and safety issues generally;
- the incidence of evening work;
- the incidence of overseas work;
- the staff member's general workload; and
- the staff member's caring needs/responsibilities.

~~228 The required duties will be such that they can reasonably be expected to be completed in a professional and competent manner within an average of 37.5 hours per week, and staff will not be required to work more than 1725 hours per year.~~

~~229~~

191 The workload allocation will factor in the hours required as a consequence of the class size for tutorials, seminars and laboratory groups; and shall take into account such factors as the nature of the activity, safety requirements, and availability of teaching facilities.

~~230 The total amount of teaching and related activities for teaching and research staff will not exceed 40% of the total workload over a 12 month period, unless otherwise agreed by the staff member and their Supervisor.~~

~~231~~192 A staff member will not be required to commence teaching within ten hours of the conclusion of a teaching session, or other directed duties, conducted on the previous day.

~~232~~193 No staff member will be required to teach on weekends or public holidays without their agreement. Where teaching is agreed to on weekends or public holidays, the staff member shall take time off in lieu at a time agreed by the staff member and their Supervisor.

~~233~~194 No staff member will be required to:

(a) teach more than two semesters per year without their agreement (including agreed arrangements in relation to compensation for additional teaching beyond a two semester load); and/or

(b) teach overseas without their agreement.

~~234~~195 Any change in the teaching year or academic calendar will be subject to consultation with affected staff and, if requested, their ~~Unions.~~ Representative(s).

Part-time Academic ~~staff~~  
Staff

196

~~235~~ Clauses ~~224~~182 to ~~234~~195 will apply to part-time staff on the basis of the work being in proportion to their fraction of employment, including the following:

(a) ~~\_\_\_\_\_~~ during the normal weekly hours of employment, in addition to face-to-face teaching or other equivalent delivery of teaching, part-time Academic ~~staff~~Staff are required to provide associated duties in the nature of preparation, marking and student consultation; and

(b) in addition to teaching and associated duties, part-time Academic ~~staff~~Staff may be required to participate in the academic and administrative activities of the school and be available on campus for some or all of the nominal hours of employment.

Workload ~~monitoring committee~~

~~236 Within one month of the approval of this Agreement by Fair Work Australia, Monitoring Committee~~

~~197 The University will maintain~~ a Workload Monitoring Committee ~~will be established~~ for the purposes of overseeing and supporting the implementation and monitoring of clauses ~~220~~182 to ~~235~~ 186. The membership of the Workload Monitoring Committee will be four nominees of the University, including the ~~\_~~Provost, a Dean, a Head of School and a Senior Faculty Administrative Manager, and four nominees of the NTEU.

~~237~~198 The role of the Workload Monitoring Committee is to:

(a) monitor the operation of each workload allocation policy and review each policy on an annual basis to ensure that the provisions of this clause are observed; ~~and~~

(b) ensure ~~that~~ each workload allocation policy provides a reasonable basis for determining comparison of workload quantum across the University.

~~238~~199 The Workload Monitoring Committee will meet at least six times each year or as otherwise agreed by the Workload Monitoring Committee.

Dispute resolution

~~200~~239 Where agreement cannot be reached between the staff member and the Supervisor, or in circumstances where a dispute arises regarding the operation of clauses ~~211 to 238~~ clause 187 to 194, the issue will be resolved through the ~~disputes settling~~Review of Action procedures of this Agreement.

PART H: ~~PERFORMANCE MANAGEMENT~~PLANNING AND DEVELOPMENT ~~PERFORMANCE MANAGEMENT AND DEVELOPMENT~~P&D PROGRAM

~~240 The University is committed to providing a working environment that fosters excellence in teaching, world-class research and best practice organisational professionalism and performance.~~

~~241 A key element to achieving these objectives is the University's Performance Management and Development Program. Staff will be provided with the opportunity to develop their skills and effectiveness within the University,~~

~~and to promote improved performance and efficiency through their participation in the Performance Management and Development Program and appropriate staff development activities.~~

~~242201~~ All staff are required to participate in the Performance Management and Development P&D Program in accordance with the University's policies and procedures, and will have access to a range of staff development opportunities. Supervisors, Reviewers~~Advisors~~ and staff will undertake training in relation to the Performance Management and Development P&D Program.

~~243202~~ The performance of ~~casual staff~~Casual Staff may be assessed in accordance with the Performance Management and Development P&D Program ~~for the purposes of determining their suitability for re-employment (whether as a casual staff member or otherwise)~~ and applications for conversion under clause ~~55.~~

~~24442 of this Agreement.~~

~~203~~ A General staffProfessional Staff member whose performance is assessed as "outstanding"~~far exceeded expectations~~ may be granted a performance progression payment in the form of an accelerated salary increment (including into the next classification level) for a ~~twelve~~12 month period. The decision to grant a performance progression payment will be reviewed annually through the staff member's Performance Management and Development P&D Program evaluation.

~~245 The University will consult with staff through the Management and Staff Consultative Committee in relation to the operation of the Performance Management and Development Program.~~

#### PERFORMANCE IMPROVEMENT

~~246~~

~~204~~ Where a staff member receives an overall performance rating of "not meeting objectives"~~performance expectations~~ or otherwise fails to perform their duties to a satisfactory standard, ~~the staff member's their~~ Supervisor will ~~be~~inform them of any deficiencies in their performance and the improvements necessary to meet the required standard.

#### UNSATISFACTORY PERFORMANCE

~~to provide guidance, counselling and develop~~

~~205~~ Where a staff member's performance has not improved to the required standard after being notified under clause

204 of their supervisor's concerns, a performance improvement plan will be established in consultation with the staff member. The performance improvement plan must specify:

(a) the required performance standards (which must be reasonable having regard to the level and duties of the position);

(b) the action required to remedy the deficiencies in the staff member's performance, including any additional counselling, professional development or training that may be required; and

(c) the time frame within which the necessary improvements are required.

#### ~~UNSATISFACTORY PERFORMANCE~~

~~247 Where attempts to improve a staff member's performance through guidance, counselling and a performance improvement plan under clause 246 have not demonstrated adequate improvement, the staff member will receive written notification of their Supervisor's concerns about their performance and a formal performance improvement plan will be established in consultation with the staff member.~~

~~206~~ The performance improvement plan must specify:

~~(a) the required performance standards (which must be reasonable having regard to the level and duties of the position);~~

~~(b) the action required to rectify the deficiencies in the staff member's performance, including any additional counselling, professional development or training that may be required; and~~

~~(c) the time frame within which the necessary improvements are required.~~

~~be~~

~~248~~ The performance improvement plan must be signed by the staff member's Supervisor and provided to the staff member concerned who will be provided with an opportunity to comment on it. The University will also issue a A staff member whose performance warning if is not meeting the Supervisor considers that the staff member required standard and who, as a result, is at risk of having their employment terminated if their performance does not improve to the required standard. The performance warning will be given written notification to this effect. The written notification will advise the staff member in general terms of the relevant provisions of this Agreement.

~~249~~207 Where, in the opinion of the Supervisor, the staff member's performance does not improve to the required standard within the time frame specified in their performance improvement plan (or such further time frame as may be approved by their Supervisor), the Supervisor will provide a written report to the relevant Delegate setting out what

constitutes the unsatisfactory performance and outlining the steps which have been taken under clause 247~~205~~. The report will also be given to the staff member who will have ten days to respond, in writing, to the relevant Delegate.

~~250~~208 The relevant Delegate will make a determination as to an appropriate course of action taking into account any response provided by the staff member under clause 249. ~~Where the relevant Delegate determines that Disciplinary Action is warranted:~~

~~(a) where the Disciplinary Action is in the form of counselling, a direction to participate in mediation or an alternative form of dispute~~



~~resolution or a written warning, the relevant Delegate's decision will be final; and~~

~~(b) in any other case, the staff member must first be given the opportunity to have the alleged unsatisfactory performance examined by a Review Committee in accordance with clauses 326 to 329. A request for a review must be made within five working days of receipt of notice of the advice to the staff member of the proposed Disciplinary Action.~~

~~251 Where a staff member seeks a review, a Review Committee will be convened within ten working days of receipt of the staff member's request. The Review Committee will review the proposal and prepare a report for the relevant Delegate within ten working days (or longer period as may be reasonably necessary for it to complete its review) in relation to:~~

~~(a) whether the procedures that were followed afforded the staff member the procedural fairness afforded by clause 247 to 249, and if not, whether the outcome was affected by any procedural defect that may have occurred; and~~

~~(b) whether the Disciplinary Action is reasonable in the circumstances.~~

~~252 The report of the Review Committee will be provided to the staff member and the relevant Delegate. If the Review Committee does not endorse the relevant Delegate's proposed course of action, the Review Committee's report will be submitted to a more senior Delegate than the Delegate who first determined the Disciplinary Action, except where the Delegate who first determined the matter was the Vice-Chancellor.~~  
207.

#### MISCONDUCT AND SERIOUS MISCONDUCT

209~~253~~ Where a staff member's Supervisor or a relevant Delegate becomes aware of allegations that the staff member may have engaged in Misconduct or Serious Misconduct:

(a) the Supervisor or relevant Delegate may undertake or arrange such preliminary investigations or enquiries as they consider necessary to determine an appropriate course of action to deal with the matter;

(b)            the Supervisor or relevant Delegate may, in the case of less serious matters, seek to resolve the matter directly with the staff member concerned through guidance, counselling, warning, mediation or another form of dispute resolution;

(c) in cases other than those which are dealt with under clause 253~~209~~(b), the staff member will be provided with allegations in sufficient detail to ensure that they have a reasonable opportunity to respond. The staff member will be given ten days to respond to the allegations.

(i) If the staff member admits the allegations in full, the relevant Delegate may take Disciplinary Action. (ii) In other cases the relevant Delegate may:

(A) may proceed to deal with the matter under clause 209(d); or

(B) if the Delegate considers it appropriate to do so, appoint an Investigator to investigate the allegations and report to the relevant Delegate on their findings of fact and any other matters requested by the relevant Delegate. The Investigator will determine the procedure to be followed in conducting the investigation, subject to the requirement that such procedure must allow the staff member concerned with a reasonable opportunity to respond to the allegations against them, including any new matters, or variations to the initial allegations resulting from the investigation process. The Investigator will provide a written report to the relevant Delegate and a copy to the staff member; and

(d) where the relevant Delegate is satisfied that a staff member has engaged in Misconduct or Serious Misconduct, the relevant Delegate may take Disciplinary Action against the staff member, provided that:

(i) before taking Disciplinary Action the relevant Delegate must be satisfied ~~that~~ the staff member has been given a reasonable opportunity to respond to the allegations against them;

~~(ii) in any case of Disciplinary Action other than counselling, a direction to participate in mediation or an alternative form of dispute resolution or a written warning, the staff member must be given notice of the proposed Disciplinary Action and an opportunity to have the allegations examined by a Review Committee in accordance with clauses 326 to 329. A request for a review must be made within five working days of receipt of notice of the proposed Disciplinary Action; and~~

~~(iii) and~~

(ii) a staff member's employment may be terminated only if they have engaged in Serious Misconduct, as defined in clause 3 of this Agreement.

(e) Any time after the staff member's Supervisor or a relevant Delegate becomes aware of allegations that the staff member may have been engaged in Misconduct or Serious Misconduct ~~under clause 255,~~ the relevant Delegate may suspend the staff member with or without pay.

(f) -A staff member may be suspended without pay only if:

(i) the relevant Delegate considers that there is a possibility of a serious and imminent risk to another person or to the University's property or that the allegations are sufficiently serious that it is considered possible that the staff member may be dismissed if the allegations are proven; or

(ii) the staff member has been notified that the relevant Delegate proposes to recommend the termination of the staff member's employment ~~and the staff member has requested a review in accordance with clause 253(d)(ii).~~

(g)

~~(f)~~ Where a staff member is suspended without pay, the following will apply:

(i) if the suspension occurs at a time when the staff member is on paid leave, he or she will continue to receive Salary for the period of paid leave;

(ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits during the suspension without pay;

(iii) ~~the~~ the relevant Delegate may at any time direct that Salary be paid on the ground of hardship;

(iv) ~~the~~ the staff member may request a review of the decision to suspend them without pay. ~~Such review will be conducted by a person appointed by the University from a panel of reviewers established for this purpose under clause 254.~~ Such review will be conducted within five days of receipt of the request from the staff member, and a determination will be made within ten days of receipt of the request. The suspension without pay will continue during the review period; and

(v) any lost salary and other entitlements will be reimbursed if the decision to suspend without pay is overturned or it is determined by the relevant Delegate that the alleged misconduct is not substantiated. If it is determined that the alleged misconduct is partly substantiated, the relevant Delegate may exercise a discretion to reimburse all or part of the lost Salary and entitlements.

~~(g)~~ A staff member who is excluded from the University will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

~~254 Where a staff member seeks a review, a Review Committee will be convened within ten working days of receipt of the staff member's request. The Review Committee will review the proposal and prepare a report for the relevant Delegate within ten working days (or such longer period as may be reasonably necessary for it to complete its review) in relation to:~~

~~(a) whether any Misconduct or Serious Misconduct occurred, and any factors in mitigation;~~

~~(b) whether the procedures that were followed afforded the staff member the procedural fairness afforded by clause 253, and if not, whether the outcome was affected by any procedural defect that may have occurred; and~~

~~(c) whether the Disciplinary Action is reasonable in the circumstances.~~

~~A Review Committee convened under this clause 254 may treat evidence given to the Investigator, and the report of the Investigator insofar as it constitutes direct report of the facts, as evidence.~~

~~255 The report of the Review Committee will be provided to the staff member and the relevant Delegate. If the Review Committee does not endorse the relevant Delegate's proposed course of action, the Review Committee's report will be submitted for final determination by a more~~

~~senior Delegate than the Delegate who first determined the Disciplinary Action (except where the relevant Delegate who first determined the matter was the Vice-Chancellor). The limitations specified in clause 253(d)(iii) apply to any final determination made under this clause 255.~~

~~256—The Review of Actions and Decisions and Dispute Resolution procedures of this Agreement do not apply to any matter in relation to which a staff member has access to a review by a Review Committee or to any finding or action by a relevant Delegate under clauses 247 to 255.~~

#### PART I: MANAGING CHANGE

210 Where the University proposes to introduce major changes in programs, organisation, structure or technology which are likely to have a significant effect on staff, the University will consult those staff who are likely to be directly affected by the proposed changes. For the purposes of this clause "Significant effects" include:

(a) termination of employment;

(b) major change to the composition, operation or size of the University's workforce or to the skills required of staff;

(c) the elimination or diminution of job opportunities (including opportunities for promotion or continuing employment);

(d) the alteration of hours of work; or

(e) the restructuring of jobs.

#### 211 PRINCIPLES AND APPLICATION

~~257—The Parties agree that:~~

~~(a)—continual change is necessary for the University to maintain and enhance its position as a leading international university. All proposals for change must be aligned to the University's Strategic Directions. Effective communication between management and staff is integral to a purposeful change process that has significant impact on staff, the aim being to make change as smooth and equitable as possible for both the University and its staff;~~

~~(b)—the sound management of workplace change requires consultation with staff who will be directly affected by that change. "Consultation" means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. The consultative process will be collegial, but consultation does not necessarily mean that an agreement can be reached. If agreement is not reached, reasons will be given;~~

~~(c)—consultation requires that the views of both staff members who will be affected by the change, and the Unions, must be taken into account and considered during the change process. At any stage, a staff member may involve a person of his or her choice, including his or her Union representative but not a barrister or solicitor in private practice;~~

~~(d) matters which only affect an individual staff member are not normally part of the managing change process. Matters affecting an individual staff member which are not resolved may be dealt with under clause 317 to 318 or 322 to 326; and~~

~~(e) the managing change process described in this clause applies to changes in work activities or services, hours of operation or working hours, organisational structure and work processes, technological change or the redeployment of staff members.~~  
Process

~~258 The University will provide heads of academic and administrative units with guidance about the management of change in their area. Heads of academic and administrative units will have meaningful and timely consultation with affected staff before decisions are made. The timing and rate of change will allow staff the time to consider their options.~~  
~~259 The change process will include the following:~~

~~(a) situational assessment, describing the current operation and the opportunities for improvement identified; (b) statement of a vision for the desired future state following the implementation of change; (c) planning for change, describing how the future state will be achieved; and~~

~~(d) the evaluation and confirmation of change.~~

~~260 When a situational assessment by management leads to a proposal for change, management will, in consultation with staff, develop a written draft proposal for change, outlining the vision which initiates the proposal, the nature and rationale of the proposed change and the expected outcomes, including advantages and disadvantages. The views of staff will be sought on the draft proposal and suggestions of staff will be noted in the written draft.~~

~~261 If the University decides to proceed with the change, managers will prepare a formal written change proposal. This formal proposal will include engagement with the views of staff on the draft proposal and these will be illustrated in the written proposal. It will address the following:~~

~~(a) nature and rationale;~~

~~(b) proposals to mitigate negative effects including training and redeployment; (c) expected outcomes including expected advantages and disadvantages;~~

~~(d) ways to minimise any disadvantages to occupational health and safety in the workplace; (e) financial implications;~~ The consultation process will provide directly affected staff (and where requested, their Representatives) with a genuine opportunity to comment on change proposals and implementation arrangements, and to have their views taken into account before decisions are made.

212 For each proposed change of the kind referred to in clause 209 affecting more than one staff member, the University will prepare a Draft Change Proposal for consideration by directly affected staff (and where requested, their Representatives). The

Draft Change Proposal will outline the proposed change, the reasons for the proposal, the proposed arrangements for, and timing of, implementation and the likely impacts on staff.

213 The University will give prompt consideration to matters raised by staff and/or their Representatives, and will prepare a Final Change Plan taking those matters into account. The Final Change Plan will include a summary of the matters raised by staff and/or their Representatives and the University's response, and will also include details of the implementation arrangements.

~~(f) the timing of the consultation and implementation of change;~~

~~(g) implications for staff including changes in duties, number of staff, workload, work environment; and~~

~~(h) mechanism for assessing and reporting on the progress of the change, and evaluating the change with staff.~~

~~262 Managers and Supervisors will distribute the final change proposal and relevant documents to affected staff for consultation, and if requested by a Union, copies will also be provided to the Management and Staff Consultative Committee, which may discuss the proposal and make recommendations to the relevant Managers and affected staff. Consideration must be given to any recommendations of the Management and Staff Consultative Committee and consensus with staff should be attempted before a final change plan is determined.~~

~~263 Following the final change plan, further consultation with affected staff will occur prior to the development of a written implementation plan. This implementation plan will include a timeframe for evaluating the change. Consideration of the views of staff will be noted in the implementation plan.~~

~~264 If the final change proposal involves a reduction in the number of staff, Part J of this Agreement will be followed except in relation to English language teaching staff (to whom Part J does not apply), in which case schedule 5 will be followed.~~

PART J: REDEPLOYMENT AND REDUNDANCY EXCLUSION OF CERTAIN CATEGORIES OF STAFF

~~265~~ Clause 214 Clause 215 to ~~290~~ 232 does not apply to:

(a) staff employed on a casual basis;

(b) staff serving a period of probationary employment;

(c) staff employed for a fixed term, in relation to the termination of their employment at the end of the specified term, task or project;

(d) staff employed for a fixed term under a contract that provides for contingency ~~instead of an end date~~ in circumstances where the contingency is invoked;

(e) postgraduate fellows in relation to the termination of their employment at the end of the fellowship; (f) research staff employed on a continuing (funding contingent) basis; and  
(g) English ~~language teaching staff~~ Language Teaching Staff (to whom the redundancy provisions in Schedule 5 apply).

#### JOB SECURITY

~~266 The University has a goal of maintaining the overall size of its workforce. However, where~~

215 Where any ~~such~~ staff reductions ~~occur~~ are required, the University ~~is committed~~ will seek to ~~minimising~~ minimise involuntary redundancies, ~~will and~~ endeavour to ~~utilise them only~~ redeploy affected staff as a last resort. If the University decides to reduce the number of staff, it will ~~first consider~~ far as practicable. Other measures will also be considered such as:

~~(a) (a) inviting expressions of interest in voluntary redundancy; (b) reducing numbers by natural attrition; (b)~~

(c) offering part-time employment;

~~(c) redeployment;~~

and

~~(d) transferring or seconding staff, or arranging suitable alternative employment; (e) offering voluntary early retirement schemes; and/or~~

~~(f) inviting expressions of interest in voluntary redundancy.~~

∴

#### VOLUNTARY EARLY RETIREMENT SCHEMES

267

216 The University may offer early retirement in accordance with voluntary early retirement schemes approved by the Australian Taxation Office, but reserves the right to reject an expression of interest in voluntary early retirement submitted by an individual staff member.

#### REDEPLOYMENT AND REDUNDANCY

Declaration Advice of redundancy

Notice of redundancy

217

~~268 Following informal discussions, where~~ Where the University ~~determines~~ has determined that a staff member's position is redundant, they will be notified in writing ~~and offered voluntary redundancy~~. A notice period of 12 weeks will commence on the date ~~that such~~ the written notification ~~and offer of voluntary redundancy~~ is dispatched by certified mail Express Post or delivered by hand mail to the staff member ~~or their nominated Representative~~ (the Notice Period). The ~~offer of voluntary redundancy~~

written notification will provide an estimate of the staff member's entitlements to notice (or payment in lieu of notice), severance pay and payments in lieu of accrued leave.

~~269~~ 218 Staff will be entitled to up to one day's paid leave per week (pro rata) during their Notice Period for the purposes

of seeking other work, outplacement service or financial advice.

270219 The Notice Period will be extended by any period of paid maternity leave which falls within the 12 week period.

Consideration period

271

220 The staff member will be given a Consideration Period of ~~four~~two weeks from the commencement of the Notice Period to decide whether to:

- (a) accept the offer of voluntary redundancy; or
  - (b) seek redeployment; ~~or~~
  - ~~(c) request a review of the decision that their position is redundant.~~
- .

Accepting an offer of voluntary redundancy

272

221 Where a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the ~~offer~~written notification or such other date as the University and the staff member may agree. If the termination date is earlier than the end of the Notice Period, the staff member will be paid in lieu of the balance of the Notice Period.

~~273~~222 On ~~voluntary~~ redundancy, the staff member will receive payment in lieu of the balance of the Notice Period under clause 268-217 (if applicable) and severance payments in accordance with clause ~~289~~.

~~274~~231.

223 A staff member who agrees to an alternative termination date later than the expiration of the Notice Period to suit the needs of the University will receive an additional payment equivalent to four weeks' Salary. A staff member's entitlement to this payment will be confirmed by the University in writing at the time of confirming the staff member's termination date.

~~Seeking redeployment~~

~~275~~ ~~Where a staff member who is made an offer of a voluntary redundancy seeks redeployment, the University will make every reasonable effort to redeploy the staff member during the Notice Period in accordance with the University's Redeployment Policies in place at the commencement of this Agreement. The University and the staff member are jointly responsible for seeking redeployment opportunities within the University during the Notice Period.~~

~~276~~224 A staff member ~~who wishes to be redeployed~~ must not unreasonably refuse redeployment to a position at their existing level (including a position at another location) or to undertake training.



~~277 Where a member of General staff seeking redeployment applies for an advertised position at or below their existing level, they will be considered in advance of other candidates. A staff member may be redeployed on a trial basis for up to six months during which time the staff member's new Supervisor will assess their performance in accordance with the University's Performance Management and Development procedures.~~

278225 Where a staff member is required to transfer to a new work location, they will be entitled to relocation assistance in accordance with University policy.

279226 A staff member who is redeployed to a position with a lower Salary rate will continue to be paid at the Salary they received immediately prior to redeployment for a period of six months or until the salary applicable to their new role matches their previous salary, whichever occurs first. Loadings and/or allowances will continue to be paid only if they are loadings and/or allowances which also apply to the position to which the staff member has been transferred.

Involuntary redundancy

280

227 If the staff member is unable to be redeployed during the 12 week Notice Period or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy ~~in accordance with clause 282.~~

281.

228 If at the conclusion of the ~~four week~~ Consideration Period ~~outlined in clause 271~~, a staff member has neither elected to accept an offer of voluntary redundancy nor ~~sought redeployment, been redeployed,~~ their employment will cease on grounds of involuntary redundancy. ~~The staff member will be given notice of the cessation of their employment or payment in lieu of notice as set out below and severance payments under clause 289.~~

~~282 Where a staff member who has sought redeployment is unable to be redeployed, either at the conclusion of the Notice Period, or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy. The staff~~

member will be given notice of the cessation of their employment or payment in lieu of notice as set out below and severance payments under clause 231.

229 Where a staff member is unable to be redeployed, either at the conclusion of the Notice Period, or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy. The staff member will be given notice of the cessation of their employment or payment in~~289.~~

lieu of notice as set out below and severance payments under clause 231.

Completed years of Continuous Service

## Notice Period

Up to 1 year

1 week

Over 1 year and up to 3 years

2 weeks\*

Over 3 years and up to 5 years

3 weeks\*

Over 5 years

4 weeks\*

\*Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.

## ~~Review of redundancy decision~~

~~283 A staff member who receives notice in accordance with clause 268 may apply to the Delegated Officer (Staffing) for a review of the decision that their position is redundant, and the University will convene a Review Committee within ten working days of receiving such a request.~~

~~284 The Review Committee will review the decision to declare the staff member's position redundant and prepare a report for the Delegated Officer (Staffing) within ten working days (or such longer period as may be reasonably necessary for it to complete its review) in relation to:~~

~~(a) whether the staff member's position was genuinely redundant;~~

~~(b) whether fair and objective criteria were used to select the staff member for redundancy;~~

~~(c) whether the consultation requirements in clauses 257 to 263 were followed, and, if not, whether any unfairness resulted from a failure to follow those requirements; and~~

~~(d) whether adequate consideration was given to measures to avert or mitigate the adverse effects of redundancy, and if not, whether there were alternative measures available.~~

~~285 The relevant Delegate will make a final decision in relation to the redundancy after considering the Review Committee's report. If the relevant Delegate determines that the staff member's position is redundant the staff member will be notified and will have five working days to decide whether they wish to take voluntary redundancy or seek redeployment.~~

~~286 If the staff member elects to take voluntary redundancy, they will be paid in lieu of notice for the balance of the Notice Period and be entitled to severance payments under clause 289.~~

~~287~~230 If the staff member elects to seek redeployment they will be able to consider redeployment opportunities during the balance of the remaining Notice Period-

~~288~~ If a staff member who seeks redeployment is unable to be redeployed during the Notice Period or (if a staff member makes no election, their employment will end on grounds of involuntary redundancy at the end of the Notice Period and they will receive severance payments under clause ~~289~~.  
any).

#### Severance Payments and Related Conditions

~~289~~231 Staff who are entitled to severance payments under ~~clauses 273, 281, 282, 286 or 288~~this Part will receive the following amounts:

(a) For Academic Staff, severance payments are as follows:

Age

Severance payment

45 years and over

22 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary\*

40 - 44 years

18 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary\*

Up to 39 years

16 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service, subject to a maximum payment of 82 weeks' Salary\*

Note: The 82 week cap applies only to severance payments under this clause and does not include payments in lieu of notice (if any) under clause ~~268-229~~

(b) For ~~General~~Professional Staff, severance payments are as follows:

Completed years of Continuous  
Paid Service

If less than 45 years of age

If at least 45 years of age

Less than 2 years

4 weeks' Salary

5 weeks' Salary

2 years but less than 3 years

7 weeks' Salary

8.75 weeks' Salary

3 years but less than 4 years

10 weeks' Salary

12.50 weeks' Salary

4 years but less than 5 years

13 weeks' Salary

16.25 weeks' Salary

5 years but less than 6 years

15 weeks' Salary

18.75 weeks' Salary

6 years but less than 7 years

17 weeks' Salary

21.25 weeks' Salary

7 years but less than 8 years

19 weeks' Salary

23.75 weeks' Salary

8 years but less than 9 years

21 weeks' Salary

26.25 weeks' Salary

9 years but less than 10 years

23 weeks' Salary

28.75 weeks' Salary

10 years but less than 11 years

31.25 weeks' Salary

11 years but less than 12 years

33.75 weeks' Salary  
12 years but less than 13 years  
36.25 weeks' Salary  
13 years but less than 14 years  
38.75 weeks' Salary  
14 years but less than 15 years  
41.25 weeks' Salary  
15 years but less than 16 years  
43.75 weeks' Salary  
16 years but less than 17 years  
46.25 weeks' Salary  
17 years but less than 18 years  
48.75 weeks' Salary  
18 years but less than 19 years  
51.25 weeks' Salary  
19 years or more  
52.18 weeks' Salary

~~290~~

232 The following conditions apply to severance payments:

(a) no severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not;

(b) years of continuous paid service includes both full-time and part-time service;

(c) breaks in service of less than ~~two~~three months shall not be considered to be a break in Continuous Service; ~~Subject to discretionary consideration, the University may agree to treat breaks in service of up to three months as not breaking Continuous Service;~~

(d) periods of approved unpaid leave will not constitute breaks in service for the purposes of calculating severance payments, but except in the case of maternity leave and sick leave that has been supported by a medical certificate, such leave will not count as service for the calculation of severance payments;

(e) a staff member who resigns during the Notice Period will not be entitled to any payment in lieu of the balance of the Notice Period or severance payments;

(f) other than in exceptional circumstances approved by the University, a staff member who has ~~taken voluntary~~accepted a redundancy or voluntary early retirement will not be engaged by the University in any capacity, either

directly or indirectly (including as a consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty;

(g) all property of the University, including intellectual property vested in the University, computer software and manuals, keys, equipment, credit cards, expense advances, plans and formulations must be returned to the University before any severance payments are made; and

(h) for Academic ~~staff~~Staff only, casual service will count towards continuous paid service if it exceeds two consecutive semesters with a minimum of three hours per week of teaching.

#### PART K: MANAGING ILL HEALTH AND INJURY Medical Examination

~~291+233~~ The relevant Delegate may require a staff member to undergo an examination by an independent medical practitioner (who will be nominated by the University) where:

(a) the University considers that the staff member's ability to perform their duties may be adversely affected by illness or injury;

(b) the University considers that the safety or welfare of the staff member and/or other staff or students may be at risk of being adversely affected by the staff member's illness or injury; or

(c) the staff member has taken more than 20 days sick leave in the preceding ~~Year of Employment.~~

~~292~~12 months.

234 Where a staff member is required to undergo a medical examination under clause ~~291+233~~:

(a) the University will provide the staff member with a copy of the referral document sent to the medical practitioner when it is provided to the practitioner and at least ~~one month's~~five days notice of the date of the medical examination;

(b) the medical practitioner will be required to provide a report to the University, and a copy of the report will normally be provided to the staff member by the University; and

(c) all expenses incurred in relation to the medical examination will be paid for by the University.

Termination of employment on grounds of ill health

~~235~~<sup>293</sup> The University may terminate a staff member's employment on grounds of ill health if they are unfit for duty where:

(a) a medical practitioner's report indicates that the staff member ~~cannot perform the inherent requirements of their position, that is to say, the staff member:~~

(i) has a permanent medical condition which prevents them from performing their normal duties;  
or

(ii) ~~\_\_\_\_\_~~ will be unable to perform their normal duties within 12 months (or in the case of a fixed term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser); or

(b) the staff member has been absent from duty due to illness or injury for 12 months (either continuously or for periods totalling 12 months over the previous two years) and has exhausted their paid sick leave entitlement; and been absent for a further three months after doing so.

~~294~~  
~~236~~ Where the University proposes to terminate a staff member's employment for a reason specified in clause ~~293(a)~~<sup>235</sup> the staff member must be given written notification of the proposed termination. The staff member will be given seven days to respond to the notification, ~~and may request a review of the proposed termination by a Medical Review Panel.~~

~~295.~~

~~237~~ A staff member may:

(a) elect to resign before the University terminates their employment provided that their resignation takes effect within one month of receiving the notification under clause ~~294~~<sup>236</sup>; or

(b) initiate their own medical retirement or seek a temporary disability pension under their superannuation scheme. In these circumstances, the University will, on receipt of evidence that an application for medical retirement or temporary disability pension has been made, refrain from taking any action that would preclude the staff member from medical retirement or disability pension benefits.

~~296~~ ~~Where a staff member requests a review in accordance with clause 294, the termination process will be deferred until the completion of the review and the University will convene a Medical Review Panel comprising three medical practitioners as follows:~~

~~(a) a Chairperson appointed by the Vice-Chancellor from a pool of Chairpersons established by the University for this purpose in~~

~~consultation with the Unions through the Management and Staff Consultative Committee;~~

~~(b) one medical practitioner nominated by the Delegated Officer (Staffing); and~~

~~(c) one medical practitioner nominated by the affected staff member or their Representative.~~

~~297 The Medical Review Panel will review the decision that the staff member is unfit for duty as defined in clause 293.~~

~~298 The Medical Review Panel will determine its own procedure and complete its deliberations and submit its report to the University within 15 working days of the Medical Review Panel being convened under clause 296 (or such longer period as may be reasonably necessary for it to complete its review).~~

~~299~~

~~238~~ After considering the ~~Medical Review Panel's report~~staff member's response (if any) the University will make a final determination in relation to whether to terminate the staff member's employment.

~~300~~239 Where the University decides to terminate a staff member's employment on grounds of ill health it may terminate the employment by providing written notice in accordance with clause ~~306~~245 and a severance payment in accordance with the following scale:

Period of Continuous Service

Severance pay (weeks)

More than 1 year but less than 2 years

4

2 years or more but less than 3 years

6

3 years or more but less than 4 years

7

~~Period of Continuous Service~~

~~Severance pay (weeks)~~

~~More than 1 year but less than 2 years~~

~~4~~

~~2 years or more but less than 3 years~~

~~6~~



~~3 years or more but less than 4 years~~

7

4 years or more

8

~~301~~

~~240~~ Where a staff member who is required to undergo a medical examination pursuant to clause ~~291233~~ fails to do so without reasonable cause, the University may terminate the staff member's employment by giving notice and providing a severance payment in accordance with clause ~~300239~~. The failure to undergo a medical examination pursuant to clause ~~291233~~ will not be treated as Misconduct, and the staff member will not be subjected to any greater penalty or loss of entitlements than would result from an adverse medical report.

~~302241~~ If at any time following the commencement of a process under clause ~~291233~~ or ~~293235~~ the affected staff member applies to their superannuation fund for a permanent disablement or temporary incapacity benefit, further action under this Part will be suspended until the superannuation application is determined. Where a temporary incapacity benefit is granted, further action under this Part ~~K~~ will be suspended for the period during which the benefit is paid.

~~303242~~ Nothing in this Part K precludes the University from taking any action it considers necessary to meet its obligations under applicable ~~occupational~~ health and safety legislation.

#### PART L: CESSATION OF EMPLOYMENT - ACADEMIC AND GENERAL STAFF APPLICATION OF THIS PART

~~304243~~ This Part L does not apply to the termination of employment during or at the end of a probation or confirmation period or termination on redundancy grounds which are provided for in Parts C and J respectively, or to English ~~language teaching staff~~ Language Teaching Staff to whom Schedule 5 apply. Nor does this Part L apply to ~~casual staff: see clauses 47 and 54.~~ Casual Staff.

Resignation or retirement

~~305~~

~~244~~ A staff member may resign or retire from the University by giving the amount of written notice specified below or such greater period of notice as may be specified in the staff member's contract of employment. The University may consent to a shorter period of notice on a case by case basis.

Period of Continuous Service

           Notice Period

Academic Staff

Up to and over 1 year

26 weeks

~~General~~Professional Staff

Up to 1 year

1 week

Over 1 year

2 weeks

Termination by the University

~~306245~~ Except as provided for in clause ~~307246~~, the University may terminate the employment of a member of Academic or ~~General staff~~Professional Staff by giving the following period of written notice:

Period of Continuous Service

Notice Period

Up to 1 year

1 week

Over 1 year and up to 3 years

2 weeks\*

Over 3 years and up to 5 years

3 weeks\*

Over 5 years

4 weeks\*

\*Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.

Note: Notice requirements for English ~~language teaching staff~~Language Teaching Staff are set out in Schedule 5.

~~307~~

246 A staff member's employment may be terminated by the University at any time without notice if the staff member engages in Serious Misconduct, ~~subject to the right of review provided for in clause 253, where applicable.~~

Payment in lieu of notice

308

247 The University may substitute payment in lieu of all or any part of any period of notice of termination or direct the staff member to not attend for duty. Payments in lieu of notice will be calculated at the staff member's Salary as at the date of cessation of employment.

PART M: CONSULTATION, DISPUTE RESOLUTION AND UNION REPRESENTATION  
MANAGEMENT & STAFF CONSULTATIVE COMMITTEE

~~309~~248 A Management & Staff Consultative Committee (~~M&SCC~~) will be convened to provide a forum for consultation between the University and the Unions on matters pertaining to the employment of staff including the matters listed in clause ~~312~~

251. In addition to the matters relevant to all staff, the ~~M&SCC will~~ Management & Staff Consultative Committee will address issues specifically relevant

to Academic and ~~General staff.~~ Professional Staff. A separate ~~Consultative Committee~~ consultative committee will be convened under Schedule 5 to address  
CET specific issues.

~~310~~249 The ~~M&SCC~~ Management & Staff Consultative Committee will comprise:

- (a) one staff representative nominated by the CPSU;
- (b) three staff representatives nominated by the NTEU; and
- (c) four management representatives.

Note: University advisers and an official of each Union may also attend meetings of the ~~M&SCC~~

~~311~~ Management & Staff Consultative Committee.

250 The University will provide reports to the ~~M&SCC~~ Management & Staff Consultative Committee on:

- (a) the University's strategic direction, including discussions, other than confidential discussions, on this issue held at Senate, the Academic Board and the Senior Executive Group;
- (b) the University's budget, including any significant changes to the budget following its submission to the

Finance Committee;

(c) gender equity statistics including average salary information (including base salary, loadings and allowances) for staff at each classification level;

(d) initiatives in relation to addressing pay equity issues; and

(e) environmental issues, including report proposed by or for the Emissions Reduction Working Group ~~and other matters referred to in clause 315.~~  
~~312.~~

251 Issues to be examined by the M&SCC Management & Staff Consultative Committee during the life of this Agreement will include:

(a) arrangements for staff to access affordable childcare;

(b) options to assist staff to access public transport, including examining the feasibility of advance purchase of annual public transport tickets;

(c) staff development including programs for training, secondments and other career development opportunities; ~~and~~

~~(d) considering and making recommendations to the University in relation to the feasibility of becoming a signatory to the Tailloires Declaration on environmental sustainability in higher education.~~  
~~313 The M&SCC will also:~~

~~(a) examine specific change management proposals where requested by a Union under clause 262;~~

~~(b) comply with the provisions of this Agreement in relation to the establishment of Review Committees, and for this purpose one staff representative will be appointed by and from the Union-nominated members of the M& SCC to arrange Review Committee appointments as required; and~~

~~(c) establish and maintain a list of mutually agreed arbitrators for the purposes of clause 322(c).~~

~~314.~~

252 The University will provide secretariat support, and distribute the agenda and record minutes of meetings. Agenda items and supporting papers should be tabled through the secretariat at least four days before each meeting. ~~The M&SCC~~ The Management & Staff Consultative Committee will convene at least quarterly and may meet more frequently if required at the request of a Union or the University.

#### ENVIRONMENTAL SUSTAINABILITY

~~315 The Parties agree that the long term sustainability of conditions for University employment and staff job security depends on the restriction of carbon emissions, reductions in energy and water consumption and the development~~

~~of environmentally sustainable work practices within the University. To facilitate discussion and the development of initiatives to promote environmental sustainability:~~

~~(a) staff and their Unions will be kept regularly informed about the University's carbon emission, water and energy consumption levels through the M&SCC;~~

~~(b) the M&SCC will be informed in a timely manner about any proposal or change in work practices or the built work environment intended to restrict carbon emissions, or reduce energy or water consumption. Such changes should not disadvantage staff in their employment or increase health and safety risks for staff; and~~

~~(c) the staff representatives on the M&SCC will appoint two members who will sit on the Emissions Reduction Working Group.~~

REVIEW OF ACTIONS AND DECISIONS AND DISPUTE SETTLING PROCEDURE Principles 316  
~~The Parties are committed to the implementation of arrangements that:~~

~~(a) ensure that as far as possible, issues and disputes are managed and resolved at the workplace level; (b) facilitate the prompt Local resolution of disputes;~~

~~(c) provide staff with an opportunity to seek a review of decisions or actions (including only failure to act) in relation to matters affecting their employment; and~~

~~(d) facilitate the prompt resolution of issues in relation to which a review has been requested.~~

~~Workplace discussions~~

~~317~~

~~253 Where concerns arise over actions (or failure to act) or decisions affecting the employment of a staff member covered by the Agreement, the staff member concerned, and where they choose, a representative of their Union Representative, should discuss the matter with the relevant Supervisor. ~~Where the matter concerns the conduct of a staff member's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the staff member may instead seek to discuss the matter with their Supervisor's Supervisor.~~~~

Review by Delegated Officer (Staffing)

~~318~~

~~254 Where attempts to resolve the matter at the local level under clause ~~317~~253 have not been successful, the staff member may request a review of the decision or action by applying to the Delegated Officer (Staffing). The Delegated Officer (Staffing) will take one or more of the following actions:~~

~~(a) appoint an Investigator to enquire into the matter and report to the Delegated Officer (Staffing) on such matters as the Delegated Officer (Staffing) may direct;~~

(b) review the matter and make recommendations to the relevant Supervisor in relation to the matter;

~~(c) appoint a Review Committee to enquire into the matter and make recommendations to the Delegated Officer (Staffing) in relation to the resolution of the matter;~~

~~(d) appoint a mediator to assist the parties to the dispute to resolve the matter; or~~

~~(e)(d) decline to take any further action in relation to the matter.~~

~~319~~

~~255~~ The Delegated Officer (Staffing) will inform affected parties of the action to be taken within ten working days of referral of the matter, and such action will be completed within a further 20 working days or such other period as the Delegated Officer (Staffing) considers necessary having regard to the nature of the matter.

~~320~~256 The right to request a review under clause 254 does not apply to any action or decision relating to:

(a) academic promotion;

(b) applications to participate in the Special Studies Program for Academic ~~318~~ does not apply to any action or decision relating to:

~~(a) academic promotion;~~

~~(b) applications to participate in the Special Studies Program for Academic staff; or Staff; or~~

(c) any other matter in relation to which an alternative review or appeal procedure is provided in this Agreement or any University policy.

#### DISPUTE SETTLING PROCEDURES

~~321~~ A General staff member (other than a probationary or casual staff member) who has been an unsuccessful applicant for an advertised position may lodge an appeal against the selection decision in accordance with the University Selection Appeals and Grievances Policy in place at the commencement of this Agreement.

#### ~~DISPUTE SETTLING PROCEDURES~~

~~322~~ It is agreed that all staff members and the University have an interest in the proper application of the Agreement. Where any dispute arises concerning any matter arising under this Agreement or the National

257 The following procedures apply to any dispute about the application or operation of this Agreement or the National

Employment

~~Standards, the following procedures will apply:~~

(a) in the first instance the affected staff member(s), and where they choose, ~~a representative of their Union Representative,~~ should discuss the matter with the ~~relevant Supervisor, or where the dispute concerns the conduct of a staff member's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the staff member may instead seek to discuss the matter with their Supervisor's Supervisor.~~ A Union may also ~~initiate this procedure by raising a dispute with the University in writing;~~

~~;~~

(b) where the dispute is not resolved under clause ~~322257~~(a), the affected staff member(s) or their ~~Union in its own right~~ Representative may request ~~further discussions~~ a discussion with a more senior ~~levels~~ level of management ~~and/or such other staff as may be appropriate to resolve the dispute.~~ If no such request is made within five working days of the discussions under clause ~~322257~~(a), the matter will be deemed to have been resolved, unless the parties ~~agree to extend the time for discussions.~~ Where a meeting is requested, it will be convened within five working days of the request or at such later time as the parties may agree; and

(c) if the dispute remains unresolved, either party may refer the matter to Fair Work Australia, ~~or by agreement of the parties, to another body.~~ If no party refers the matter to Fair Work Australia ~~or~~ within ten working days of the discussions under clause ~~322257~~(b), the matter will be deemed to have been resolved, unless the parties agree to extend the time for discussions.

(d) Fair Work Australia may resolve the dispute by ~~the processes of conciliation and/or, and if conciliation is not successful, by arbitration.~~ The parties ~~to the dispute~~ agree to be bound by and implement any order, decision or recommendation of Fair Work Australia, subject to ~~any~~ right of appeal ~~to a Full Bench of under the~~ Fair Work Act 2009.

~~258~~ Australia.

~~323~~ Except where a genuine safety issue is involved, staff will continue to work in accordance with their contracts of employment while the ~~procedures outlined.~~ Where a dispute concerns the allocation of duties or organisation of work, the University will not change the duties or organisation of work while the dispute resolution procedure in clause ~~322~~ are being applied, ~~subject to the proviso that 257 is in progress.~~ However, nothing in this clause ~~precludes or in any way limits the University's capacity to terminate~~ ~~258~~ prevents the termination of a staff member's employment under ~~clause 67, 75, 282, 293~~ during or at the end of a probation or confirmation period or on grounds of unsatisfactory performance, redundancy or ill health or ~~306~~ or ~~precludes the cessation of a fixed term contract from ending on its specified end date or contingency:~~

~~(a) the University will not change anything which is the subject of the dispute;~~

~~(b) the parties to a dispute must not take any industrial action or any action to make the dispute worse.~~

~~324.~~

~~259~~ Where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.

~~325/260~~ Any error in classification, category of employment, pay rate or entitlement under this Agreement will be remedied as soon as possible after it is identified.

#### SCHEDULES - TO BE INSERTED

SCHEDULE 1 - SALARIES, LOADINGS AND CASUAL RATES OF PAY  
SCHEDULE 2 - CLASSIFICATION DESCRIPTORS  
SCHEDULE 3 - ALLOWANCES

SCHEDULE 4 - WORKING HOURS AND RELATED MATTERS FOR GENERAL STAFF  
SCHEDULE 5 - ENGLISH LANGUAGE TEACHING STAFF

#### REVIEW COMMITTEES

~~326~~ The Review Committees referred to in clauses 250, 253, 283 and 318 will be comprised as follows:

~~(a) a Chair appointed by the Vice-Chancellor from a panel of Chairs established in accordance with clause 327;~~

~~(b) a management nominee appointed by the Vice-Chancellor; and~~

~~(c) a staff nominee nominated by the designated Staff Representative of the M&SCC.~~

~~327~~ Within four weeks of the commencement of this Agreement, the University will establish a list of nominees to form a panel of Chairs of Review Committees. The list of nominees will be submitted to the M&SCC for approval, and in the event that any nominee is not approved, the University will submit alternate nominees for approval. For the purposes of this clause, "approval" of the panel means agreement by 75% of the members of the M&SCC. Chairs may be from within or outside the University. They will have relevant experience, be independent and command the confidence of management and staff. The Vice-Chancellor will be responsible for selecting a Chair from the panel, having regard to the requirements of this clause and the matter to be reviewed. If it is necessary to convene a Review Committee at any time before an approved panel is established, or if no suitable panel member is available to chair a particular Review Committee, the Vice-Chancellor will appoint a Chair to ensure that a Committee is convened in a timely manner in accordance with this Agreement.

~~328~~ The staff member and the relevant Delegate may be represented before the Review Committee by a person of their choice, provided that



~~such Representative may not be a currently practising legal practitioner in private practice.~~

~~329 Each Review Committee will determine its own procedures, but in doing so:~~

~~(a) will provide the staff member (or their Representative) and the Delegated Officer's representative with a reasonable opportunity to make submissions, present and challenge evidence in relation to the matter before the Review Committee;~~

~~(b) may conduct interviews with the staff member and other persons, and examine documents as it thinks fit;~~

~~(c) will ensure that the staff member (or their Representative) and the Delegated Officer's representative have an opportunity to see and/or hear all evidence to be considered by the Review Committee and to ask questions of any persons interviewed by the Review Committee; and~~

~~(d) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines or such longer period as may be approved by the Delegated Officer (Staffing).~~

#### ~~UNION RESOURCES AND ACCESS~~

~~330 The University will provide each Union with:~~

~~(a) office space on the Camperdown/Darlington campus;~~

~~(b) access to a University notice board for posting authorised notices;~~

~~(c) access to the University's telephone system and a University email account; and~~

~~(d) access to arrangements through which their members may authorise the deduction of their union membership dues from their salaries for on-forwarding to the Union.~~

~~331 The University will provide sufficient funding to each Union Branch President's work unit to cover 50% of the Branch President's salary to enable them to be released to undertake Union work relating to the University and for the work unit to provide replacement staff. Staff members who have been appointed by a Union to be a Union representative will be given reasonable time off during working hours for the conduct of essential Union affairs.~~

#### ~~UNION MEETINGS~~

~~332 Each Union may, with the prior approval of the University, hold meetings of members on the premises of the University at times and locations agreed between the relevant Union and the University, subject to the requirement that in any case in which a meeting is to be held, that the Union will give the University adequate notice of their intention to hold the meeting and the meeting must not be held during working hours.~~

~~333 Subject to the convenience of the University, staff members may vary their meal breaks to allow them to attend a Union meeting, provided that they make up any time lost on the day of the meeting, or by mutual agreement with their Supervisor, on another day.~~

#### ~~INDUSTRIAL RELATIONS TRAINING~~

~~334 Leave of absence on full pay for up to six working days in any one calendar year may be granted to a staff member who is a member of a Union for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.~~

~~335 Each Union will be informed of all formal induction sessions for new staff and will be permitted to distribute Union information at those sessions. The University's HR Service Centre will display information about Union membership and payroll deductions of Union dues, and supply staff with relevant forms provided by each Union.~~

#### ~~PRESERVATION OF EXISTING CONDITIONS~~

~~336 The following conditions applicable immediately prior to the commencement of this Agreement will continue to apply during the life of this Agreement in accordance with the University policies in place at the commencement of this Agreement:~~

~~(a) special conditions of employment for General staff working at the University's Veterinary Clinics; (b) special conditions of employment for General staff working at the University's farms;~~  
~~(c) damage to personal property;~~

~~(d) hazardous substances and situations; and~~

~~(e) conditions about supply of clothing and safety equipment.~~

#### ~~RENEGOTIATION OF THE AGREEMENT~~

~~337 The Parties agree that no earlier than three months before the nominal expiry date of this agreement, they will commence discussions with regard to the negotiation of a replacement agreement in accordance with the framework in the Fair Work Act 2009 (Cth).~~

#### ~~SCHEDULE 1: SALARIES, LOADINGS AND CASUAL RATES OF PAY~~

##### ~~ACADEMIC STAFF - ANNUAL RATES~~

##### ~~CLASSIFICATION/DATE OF INCREASE~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~

~~Jan-12~~

~~3.0%~~

~~2.0%~~  
~~2.5%~~  
~~2.5%~~  
~~2.5%~~  
~~2.5%~~

~~ASSOCIATE LECTURER (LEVEL A)~~

~~1~~

~~\$53,375~~  
~~\$54,976~~  
~~\$56,076~~  
~~\$57,478~~  
~~\$58,915~~  
~~\$60,388~~  
~~\$61,898~~

~~2~~

~~\$56,423~~  
~~\$58,116~~  
~~\$59,278~~  
~~\$60,760~~  
~~\$62,279~~  
~~\$63,836~~  
~~\$65,432~~

~~3~~

~~\$59,469~~  
~~\$61,253~~  
~~\$62,478~~  
~~\$64,040~~  
~~\$65,641~~  
~~\$67,282~~  
~~\$68,964~~

~~4~~

~~\$62,524~~  
~~\$64,400~~  
~~\$65,688~~  
~~\$67,330~~  
~~\$69,013~~  
~~\$70,738~~  
~~\$72,506~~

~~5~~

~~\$65,003~~  
~~\$66,953~~  
~~\$68,292~~  
~~\$69,999~~  
~~\$71,749~~  
~~\$73,543~~  
~~\$75,382~~

~~6~~

~~\$67,478~~  
~~\$69,502~~  
~~\$70,892~~  
~~\$72,664~~

~~₹74,481~~

~~₹76,343~~

~~₹78,252~~

~~7~~

~~₹69,957~~

~~₹72,055~~

~~₹73,496~~

~~₹75,333~~

~~₹77,216~~

~~₹79,146~~

~~₹81,125~~

~~8~~

~~₹72,433~~

~~₹74,606~~

~~₹76,098~~

~~₹78,000~~

~~₹79,950~~

~~₹81,949~~

~~₹83,998~~

~~LECTURER (LEVEL D)~~

~~±~~

~~₹76,250~~

~~₹78,538~~

~~₹80,109~~

~~₹82,112~~

~~₹84,165~~

~~₹86,269~~

~~₹88,426~~

~~±~~

~~₹79,107~~

~~₹81,480~~

~~₹83,110~~

~~₹85,188~~

~~₹87,318~~

~~₹89,501~~

~~₹91,739~~

~~3~~

~~₹81,968~~

~~₹84,427~~

~~₹86,116~~

~~₹88,269~~

~~₹90,476~~

~~₹92,738~~

~~₹95,056~~

~~4~~

~~₹84,830~~

~~₹87,375~~

~~₹89,123~~

~~₹91,351~~

~~₹93,635~~

~~₹95,976~~

\$98,375

5

\$87,684

\$90,315

\$92,121

\$94,424

\$96,785

\$99,205

\$101,685

6

\$90,547

\$93,263

\$95,128

\$97,506

\$99,944

\$102,443

\$105,004

~~SENIOR LECTURER (LEVEL C)~~

±

\$93,404

\$96,207

\$98,131

\$100,584

\$103,099

\$105,676

\$108,318

±

\$96,264

\$99,152

\$101,135

\$103,663

\$106,255

\$108,911

\$111,634

3

\$99,121

\$102,094

\$104,136

\$106,739

\$109,407

\$112,142

\$114,946

4

\$101,981

\$105,040

\$107,141

\$109,820

\$112,566

\$115,380

\$118,265

5

\$104,837

\$107,982

\$110,142

\$112,896

\$115,718

\$118,611

\$121,576

6

\$107,701

\$110,932

\$113,151

\$115,980

\$118,880

\$121,852

\$124,898

~~ASSOCIATE PROFESSOR (LEVEL D)~~

±

\$112,465

\$115,839

\$118,156

\$121,110

\$124,138

\$127,241

\$130,422

±

\$116,278

\$119,766

\$122,161

\$125,215

\$128,345

\$131,554

\$134,843

±

\$120,090

\$123,692

\$126,166

\$129,320

\$132,553

\$135,867

\$139,264

4

\$123,898

\$127,615

\$130,167

\$133,421

\$136,757

\$140,176

\$143,680

~~PROFESSOR (LEVEL E)~~

\$144,871

\$149,217

\$152,201

\$156,006

\$159,906

\$163,904

\$168,002

~~\* Step 6 of Level A is the minimum appointment level for staff who hold a relevant doctoral qualification, and/or for staff performing subject coordination duties.~~

~~ACADEMIC STAFF — ANNUAL LOADINGS~~

~~LOADINGS~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~

~~Jan-12~~

~~3.0%~~

~~2.0%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~Full Clinical~~

~~\$25,078~~

~~\$25,830~~

~~\$26,347~~

~~\$27,006~~

~~\$27,681~~

~~\$28,373~~

~~\$29,082~~

~~Para-Clinical~~

~~\$16,742~~

~~\$17,244~~

~~\$17,589~~

~~\$18,029~~

~~\$18,480~~

~~\$18,942~~

~~\$19,416~~

~~Pre-Clinical and Dental~~

~~Clinical~~

~~\$12,555~~

~~\$12,932~~

~~\$13,191~~

~~\$13,521~~

~~\$13,859~~

~~\$14,205~~

~~\$14,560~~

~~Professorial Merit~~

~~\$19,635~~

~~\$20,224~~

~~\$20,628~~

~~\$21,144~~

~~\$21,673~~

~~\$22,215~~

~~\$22,770~~

~~ACADEMIC STAFF — CASUAL RATES OF PAY~~

~~Note: ^ denotes Higher rates to be paid to Casual staff performing full subject co-ordination duties and/or holding a relevant PhD.~~

~~1 — Lecturing~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~



~~Jan-12~~

~~Paycode~~

~~3.0%~~

~~2.0%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~Distinguished Visiting scholar~~

~~P01~~

~~\$253.53~~

~~\$261.15~~

~~\$266.37~~

~~\$273.03~~

~~\$279.86~~

~~\$286.86~~

~~\$294.03~~

~~Significant responsibility~~

~~P02~~

~~\$202.83~~

~~\$208.92~~

~~\$213.10~~

~~\$218.43~~

~~\$223.89~~

~~\$229.49~~

~~\$235.23~~

~~Developed lecture~~

~~P02~~

~~\$202.83~~

~~\$208.92~~

~~\$213.10~~

~~\$218.43~~

~~\$223.89~~

~~\$229.49~~

~~\$235.23~~

~~Standard lecture~~

~~P03~~

~~\$152.13~~

~~\$156.69~~

~~\$159.82~~

~~\$163.82~~

~~\$167.92~~

~~\$172.12~~

~~\$176.42~~

~~Repeat lecture~~

~~P04~~

~~\$101.42~~

~~\$104.46~~

~~\$106.55~~

~~\$109.21~~

~~\$111.94~~

~~\$114.74~~

~~\$117.61~~

~~Distinguished Visiting Scholar Rate: Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and for specialised lectures. This rate includes one hour of delivery and up to four hours' associated working time.~~

~~Significant Responsibility Rate: Paid where the lecturer assumes significant responsibility for planning and developing a course unit (or subject) or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise. This rate includes one hour of delivery and up to three hours' associated working time.~~

~~Developed Lecture Rate: Paid where staff member has responsibility for coordination of a course unit. This rate for one hour of delivery and up to three hours' associated working time.~~

~~Standard lecture Rate: Paid as the standard rate for lectures, and includes 1 hour of delivery and up to 2 hours associated working time.~~

~~Repeat lecture: Paid for a lecture covering the same subject matter as a lecture given within seven days to another group of students, and includes one hour's delivery and up to one hour's associated working time.~~

~~2 Tutoring~~

~~Mar-09  
Sep-09  
Jan-10  
Jul-10  
Jan-11  
Jul-11  
Jan-12~~

~~Paycode~~

~~3.0%  
2.0%  
2.5%  
2.5%  
2.5%  
2.5%~~

~~Tutorial rate  
TU2~~

~~\$108.53  
\$111.75  
\$113.99  
\$116.84  
\$119.76  
\$122.76  
\$125.82~~

~~TU1  
\$129.76 ^  
\$133.65 ^  
\$136.32 ^~~

~~\$139.73 ^~~  
~~\$143.22 ^~~  
~~\$146.80 ^~~  
~~\$150.47 ^~~

~~Repeat tutorial rate  
TU4~~

~~\$72.33~~

~~\$74.50~~

~~\$75.99~~

~~\$77.89~~

~~\$79.84~~

~~\$81.83~~

~~\$83.88~~

~~TU3~~

~~\$86.53 ^~~

~~\$89.13 ^~~

~~\$90.91 ^~~

~~\$93.18 ^~~

~~\$95.51 ^~~

~~\$97.90 ^~~

~~\$100.35 ^~~

~~Tutorial Rate: Paid for one hour of tutorial time (or equivalent delivery through other than face to face teaching mode) and up to two hours of associated working time, including activities such as preparation, contemporaneous marking and student consultation.~~

~~Repeat Tutorial Rate: Paid for one hour of tutorial time (or equivalent delivery through other than face to face teaching mode) and up to one hour's associated working time, including activities such as preparation, contemporaneous marking and student consultation.  
3 — Other required academic activity (including demonstrations)~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~  
~~Jan-12~~

Paycode

~~3.0%~~

~~2.0%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~Without  
PhD~~

~~A02/DE2~~

~~\$36.18~~

~~\$37.27~~

~~\$38.02~~

~~\$38.97~~

~~\$39.94~~

~~\$40.94~~

~~\$41.96~~

~~With  
PhD~~

~~A01/DE1~~

~~\$43.26 ^~~

~~\$44.55 ^~~

~~\$45.44 ^~~

~~\$46.58 ^~~

~~\$47.75 ^~~

~~\$48.94 ^~~

~~\$50.16 ^~~

~~Hourly rate for demonstrations (including repeat demonstrations);  
practical classes; workshops; student field excursions; clinical sessions  
other than clinical nurse education; the conduct of performance and  
visual art studio sessions; development of teaching and subject material  
e.g. preparation of subject guides and reading lists and basic activities  
associated with subject coordination; consultation with students;  
supervision; attendance at departmental and/or faculty meetings as  
required; attendance at lectures and other teaching activities as~~

~~required; preparation or marking associated with demonstrations, but performed outside the demonstration period.~~

4 — Marking

~~Mar-09  
Sep-09  
Jan-10  
Jul-10  
Jan-11  
Jul-11  
Jan-12~~

Paycode

~~3.0%  
2.0%  
2.5%  
2.5%  
2.5%  
2.5%~~

~~Supervising  
Examiner~~

~~M03~~

~~\$50.72~~

~~\$52.23~~

~~\$53.28~~

~~\$54.61~~

~~\$55.98~~

~~\$57.38~~

~~\$58.82~~

~~Routine (standard) Marking~~

~~M05~~

~~\$36.18~~

~~\$37.27~~

~~\$38.02~~

~~\$38.97~~

~~\$39.94~~

~~\$40.94~~

~~\$41.96~~

~~M04~~

~~\$43.26 ^~~

~~\$44.55 ^~~

~~\$45.44 ^~~

~~\$46.58 ^~~

~~\$47.75 ^~~

~~\$48.94 ^~~

~~\$50.16 ^~~

~~Casual staff performing marking that is not contemporaneous with a lecture, tutorial or other teaching session will be paid an hourly rate for this marking work.~~

~~Contemporaneous means marking that is performed during a lecture or tutorial or other teaching session or marking work that could have reasonably been performed during the session. It does not mean bulk marking work or marking of exam papers after an examination. This form of work is to be paid at the hourly marking rate.~~

~~Supervising Examiner: Rate paid per hour for marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status.~~

~~Routine (Standard) Marking: Rate paid per hour for routine marking, including multiple choice marking.~~

~~5 Musical accompanying~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~

~~Jan-12~~

~~Paycode~~

~~3.0%~~

~~2.0%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~Musical Accompanying (1)~~

~~PR6~~

~~\$72.33~~

~~\$74.50~~

~~\$75.99~~

~~\$77.89~~

~~\$79.84~~

~~\$81.84~~

~~\$83.89~~

PR7

~~\$86.53~~ ^

~~\$89.13~~ ^

~~\$90.91~~ ^

~~\$93.18~~ ^

~~\$95.51~~ ^

~~\$97.90~~ ^

~~\$100.35~~ ^

~~One to One  
Teaching~~

PRA

~~\$98.92~~

~~\$101.89~~

~~\$103.93~~

~~\$106.52~~

~~\$109.19~~

~~\$111.92~~

~~\$114.71~~

~~Recital Exams and Auditions~~

PRD

A

~~\$100.71~~

A

~~\$103.73~~

A

~~\$105.81~~

A

~~\$108.46~~

A

~~\$111.17~~

A



~~\$113.95~~

~~A~~

~~\$116.80~~

~~PRB~~

~~B \$83.92~~

~~B \$86.44~~

~~B \$88.17~~

~~B \$90.38~~

~~B \$92.64~~

~~B \$94.96~~

~~B \$97.33~~

~~Musical Accompanying (2)~~

~~PR8~~

~~\$36.18~~

~~\$37.27~~

~~\$38.02~~

~~\$38.97~~

~~\$39.95~~

~~\$40.95~~

~~\$41.97~~

~~PR9~~

~~\$43.26 ^~~

~~\$44.56 ^~~

~~\$45.45 ^~~

~~\$46.59 ^~~

~~\$47.76 ^~~

~~\$48.95 ^~~

~~\$50.17 ^~~

~~Musical Accompanying (1): Applies to musical accompanying with special educational service, i.e. provision of musical accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing. This rate includes one hour of delivery and up to one hour of preparation.~~

~~One to One Teaching: Rate paid per hour for one to one teaching at the Conservatorium of Music.~~

~~Recital Examination and Auditions Rate paid per hour of delivery. Rate A is paid for the first hour and Rate B is paid per hour thereafter. Musical Accompanying (2): applies to musical accompanying, repetiteurship, musical coaching other than with special educational service. This rate is paid per hour of delivery.~~  
~~6 Clinical Nurse Educator~~

~~Mar-09  
Sep-09  
Jan-10  
Jul-10  
Jan-11  
Jul-11  
Jan-12~~

~~Paycode~~

~~3.0%  
2.0%  
2.5%  
2.5%  
2.5%  
2.5%~~

~~Clinical Nurse  
Educator "1"~~

~~CM3  
\$72.33  
\$74.50  
\$75.99  
\$77.89  
\$79.84  
\$81.84  
\$83.89~~

~~CM2~~

~~\$86.53 ^  
\$89.13 ^  
\$90.91 ^  
\$93.18 ^  
\$95.51 ^  
\$97.90 ^  
\$100.35 ^~~

~~Clinical Nurse  
Educator "2"~~

~~CM5  
\$54.23  
\$55.86  
\$56.98  
\$58.40  
\$59.86  
\$61.36  
\$62.90~~

GM4

~~\$64.89~~

~~\$66.84~~ ^

~~\$68.18~~ ^

~~\$69.88~~ ^

~~\$71.63~~ ^

~~\$73.42~~ ^

~~\$75.26~~ ^

~~Clinical Nurse Educator "1": rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties such as preparation, reasonably contemporaneous marking and student consultation. This rate includes one hour's delivery time and one hour's associated work time.~~

~~Clinical Nurse Educator "2": rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties where little preparation time is required. This rate includes one hour's delivery time and 0.5 hour's associated work time.~~

~~7 Clinical Educator~~

~~Mar-09~~

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~

~~Jan-12~~

~~Paycode~~

~~3.0%~~

~~2.0%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~2.5%~~

~~Clinical Educator~~

~~"1A"~~

GM6

~~\$53.93~~

~~\$55.55~~

~~\$56.66~~

~~\$58.08~~

~~\$59.53~~

~~\$61.02~~

~~\$62.54~~

~~Clinical Educator  
"1B"~~

~~CM7~~

~~\$49.46~~

~~\$50.94~~

~~\$51.96~~

~~\$53.26~~

~~\$54.59~~

~~\$55.96~~

~~\$57.36~~

~~Clinical Educator  
"2A"~~

~~CM8~~

~~\$44.93~~

~~\$46.28~~

~~\$47.21~~

~~\$48.39~~

~~\$49.60~~

~~\$50.84~~

~~\$52.11~~

~~Clinical Educator  
"2B"~~

~~CM9~~

~~\$41.39~~

~~\$42.63~~

~~\$43.48~~

~~\$44.57~~

~~\$45.69~~

~~\$46.83~~

~~\$48.00~~

~~Clinical Educator 1A and 1B: rate paid per hour where an average of three hours is spent on non-contact duties (including liaison with specific health agencies, examination of student patient care plans, student evaluation and counselling and individual preparation for contact periods) per session. Rate 1A applies to staff with requisite experience and Rate 1B applies to staff without experience.~~

~~Clinical Educator 2A and 2B: rate paid per hour where non-contact duties (as defined above) per session are less time consuming than non-contact duties applicable to Clinical Educator 1A and 1B. Rate 2A applies to staff with requisite experience and Rate 2B applies to staff without experience.~~

~~GENERAL STAFF - ANNUAL RATES~~

~~35 HOUR WEEK~~

~~Grade/Step~~

~~27/03/2009~~

~~Sep-09~~

~~3.0%~~

~~Jan-10~~

~~2.0%~~

~~Jul-10~~

~~2.5%~~

~~Jan-11~~

~~2.5%~~

~~Jul-11~~

~~2.5%~~

~~Jan-12~~

~~2.5%~~

~~HEO 1 Step 1~~

~~\$38,462~~

~~\$39,616~~

~~\$40,408~~

~~\$41,418~~

~~\$42,453~~

~~\$43,514~~

~~\$44,602~~

~~HEO 1 Step 2~~

~~\$39,263~~

~~\$40,441~~

~~\$41,250~~

~~\$42,281~~

~~\$43,338~~

~~\$44,421~~

~~\$45,532~~

~~HEO 1 Step 3~~

~~\$40,071~~

~~\$41,273~~

~~\$42,098~~

~~\$43,150~~

~~\$44,229~~

~~\$45,335~~

~~\$46,468~~

~~HEO 2 Step 1~~

~~\$41,277~~

~~\$42,515~~

~~\$43,365~~

~~\$44,449~~

~~\$45,560~~

~~\$46,699~~

~~\$47,866~~

~~HEO 2 Step 2~~

~~\$42,482~~

~~\$43,756~~

~~\$44,631~~

~~\$45,747~~

~~\$46,891~~

~~\$48,063~~

~~\$49,265~~

~~HEO 3 Step 1~~

~~\$43,286~~

~~\$44,585~~

~~\$45,477~~

~~\$46,614~~

~~\$47,779~~

~~\$48,973~~

~~\$50,197~~

~~HEO 3 Step 2~~

~~\$44,485~~

~~\$45,820~~

~~\$46,736~~

~~\$47,904~~

~~\$49,102~~

~~\$50,330~~

~~\$51,588~~

~~HEO 3 Step 3~~

~~\$45,692~~

~~\$47,063~~  
~~\$48,004~~  
~~\$49,204~~  
~~\$50,434~~  
~~\$51,695~~  
~~\$52,987~~  
~~HEO 3 Step 4~~  
~~\$46,903~~  
~~\$48,310~~  
~~\$49,276~~  
~~\$50,508~~  
~~\$51,771~~  
~~\$53,065~~  
~~\$54,392~~  
~~HEO 3 Step 5~~  
~~\$48,106~~  
~~\$49,549~~  
~~\$50,540~~  
~~\$51,804~~  
~~\$53,099~~  
~~\$54,426~~  
~~\$55,787~~

~~HEO 4 Step 1~~  
~~\$49,312~~  
~~\$50,791~~  
~~\$51,807~~  
~~\$53,102~~  
~~\$54,430~~  
~~\$55,791~~  
~~\$57,186~~  
~~HEO 4 Step 2~~  
~~\$50,518~~  
~~\$52,034~~  
~~\$53,075~~  
~~\$54,402~~  
~~\$55,762~~  
~~\$57,156~~  
~~\$58,585~~  
~~HEO 4 Step 3~~  
~~\$52,125~~  
~~\$53,689~~  
~~\$54,763~~  
~~\$56,132~~  
~~\$57,535~~  
~~\$58,973~~  
~~\$60,447~~

~~HEO 5 Step 1~~

~~\$53,329~~

~~\$54,929~~

~~\$56,028~~

~~\$57,429~~

~~\$58,865~~

~~\$60,337~~

~~\$61,845~~

~~HEO 5 Step 2~~

~~\$54,938~~

~~\$56,586~~

~~\$57,718~~

~~\$59,161~~

~~\$60,640~~

~~\$62,156~~

~~\$63,710~~

~~HEO 5 Step 3~~

~~\$56,541~~

~~\$58,237~~

~~\$59,402~~

~~\$60,887~~

~~\$62,409~~

~~\$63,969~~

~~\$65,568~~

~~HEO 5 Step 4~~

~~\$58,150~~

~~\$59,895~~

~~\$61,093~~

~~\$62,620~~

~~\$64,186~~

~~\$65,791~~

~~\$67,436~~

~~HEO 5 Step 5~~

~~\$59,756~~

~~\$61,549~~

~~\$62,780~~

~~\$64,350~~

~~\$65,959~~

~~\$67,608~~

~~\$69,298~~

~~HEO 6 Step 1~~

~~\$61,365~~

~~\$63,206~~

~~\$64,470~~

~~\$66,082~~

~~\$67,734~~



~~§69,427~~  
~~§71,163~~  
~~HEO 6 Step 2~~  
~~§62,972~~  
~~§64,861~~  
~~§66,158~~  
~~§67,812~~  
~~§69,507~~  
~~§71,245~~  
~~§73,026~~  
~~HEO 6 Step 3~~  
~~§64,579~~  
~~§66,516~~  
~~§67,846~~  
~~§69,542~~  
~~§71,281~~  
~~§73,063~~  
~~§74,890~~  
~~HEO 6 Step 4~~  
~~§66,185~~  
~~§68,171~~  
~~§69,534~~  
~~§71,272~~  
~~§73,054~~  
~~§74,880~~  
~~§76,752~~

~~HEO 7 Step 1~~  
~~§67,392~~  
~~§69,414~~  
~~§70,802~~  
~~§72,572~~  
~~§74,386~~  
~~§76,246~~  
~~§78,152~~  
~~HEO 7 Step 2~~  
~~§69,400~~  
~~§71,482~~  
~~§72,912~~  
~~§74,735~~  
~~§76,603~~  
~~§78,518~~  
~~§80,481~~  
~~HEO 7 Step 3~~  
~~§71,411~~  
~~§73,553~~  
~~§75,024~~  
~~§76,900~~  
~~§78,823~~  
~~§80,794~~  
~~§82,814~~

~~HEO 7 Step 4~~

~~\$73,419~~

~~\$75,622~~

~~\$77,134~~

~~\$79,062~~

~~\$81,039~~

~~\$83,065~~

~~\$85,142~~

~~HEO 8 Step 1~~

~~\$75,430~~

~~\$77,693~~

~~\$79,247~~

~~\$81,228~~

~~\$83,259~~

~~\$85,340~~

~~\$87,474~~

~~HEO 8 Step 2~~

~~\$77,836~~

~~\$80,171~~

~~\$81,774~~

~~\$83,818~~

~~\$85,913~~

~~\$88,061~~

~~\$90,263~~

~~HEO 8 Step 3~~

~~\$80,250~~

~~\$82,658~~

~~\$84,311~~

~~\$86,419~~

~~\$88,579~~

~~\$90,793~~

~~\$93,063~~

~~HEO 8 Step 4~~

~~\$82,659~~

~~\$85,139~~

~~\$86,842~~

~~\$89,013~~

~~\$91,238~~

~~\$93,519~~

~~\$95,857~~

~~HEO 8 Step 5~~

~~\$85,070~~

~~\$87,622~~

~~\$89,374~~

~~\$91,608~~

~~\$93,898~~

~~\$96,245~~

~~\$98,651~~

~~HEO 9 Step 1~~

~~\$87,477~~

~~\$90,101~~

~~\$91,903~~

~~\$94,201~~

~~\$96,556~~

~~\$98,970~~

~~\$101,444~~

~~HEO 9 Step 2~~

~~\$89,890~~

~~\$92,587~~

~~\$94,439~~

~~\$96,800~~

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~~\$101,701~~

~~\$104,244~~

~~HEO 9 Step 3~~

~~\$92,302~~

~~\$95,071~~

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~~\$101,881~~

~~\$104,428~~

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~~HEO 10~~

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~~\$96,313~~

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~~\$105,792~~

~~\$108,437~~

~~GENERAL STAFF — ANNUAL RATES~~

~~38 HOUR WEEK~~

~~Grade/Step~~

27/03/2009

~~Sep-09~~

~~Jan-10~~

~~Jul-10~~

~~Jan-11~~

~~Jul-11~~

~~Jan-12~~

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~~HEO 1 Step 1~~

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~~HEO 1 Step 2~~

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~~HEO 1 Step 3~~

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~~HEO 2 Step 1~~

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~~HEO 2 Step 2~~

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~~HEO 3 Step 1~~

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~~HEO 3 Step 2~~

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~~HEO 3 Step 3~~

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~~HEO 3 Step 4~~

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~~HEO 3 Step 5~~

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~~HEO 4 Step 1~~

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~~\$57,654~~

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~~HEO 4 Step 2~~

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~~HEO 4 Step 3~~

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~~HEO 5 Step 1~~

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~~HEO 5 Step 2~~

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~~HEO 5 Step 4~~  
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~~HEO 6 Step 1~~  
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~~HEO 7 Step 2~~  
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~~HEO 7 Step 3~~  
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~~HEO 8 Step 1~~

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~~HEO 8 Step 2~~

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~~HEO 8 Step 3~~

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~~HEO 8 Step 5~~

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~~HEO 9 Step 1~~

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~~HEO-9-Step2~~

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~~HEO-9-Step3~~

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~~HEO-10~~

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~~\$114,862~~

~~\$117,734~~

~~35 HOUR WEEK~~

~~CASUAL RATES OF PAY — 35 HOUR PER WEEK~~

~~Grade/Step~~

~~Base Rate~~

~~Loaded~~

~~Rate~~

~~Base Rate~~

~~Loaded~~

~~Rate~~

~~Base Rate~~

~~Loaded~~

~~Rate~~

~~Base Rate~~

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~~Rate~~

~~Base Rate  
Loaded  
Rate~~

~~Base Rate  
Loaded  
Rate~~

~~Base Rate  
Loaded  
Rate  
Effective  
Mar-09  
Sep-09  
Jan-10  
Jul-10  
Jan-11  
Jul-11  
Jan-12~~

~~3.0%~~

~~3.0%~~

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~~HEO 1 Step 1~~

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~~HEO 1 Step 2~~

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~~HEO 2 Step 2~~  
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~~HEO 3 Step 1~~

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~~HEO 3 Step 2~~

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~~HEO 3 Step 3~~

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~~HEO 4 Step 2~~

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~~HEO 4 Step 3~~

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~~HEO 5 Step 1~~

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~~HEO 7 Step 1~~  
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~~CASUAL RATES OF PAY — 35 HOUR PER WEEK~~

~~Grade/Step~~

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Loaded  
Rate~~

~~Base Rate  
Loaded  
Rate~~

~~Base Rate  
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Rate~~

~~Base Rate  
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~~Base Rate  
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~~Base Rate  
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~~Base Rate  
Loaded  
Rate~~

~~Effective  
Mar-09  
Sep-09  
Jan-10  
Jul-10  
Jan-11  
Jul-11  
Jan-12~~

~~3.0%  
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~~HFO 7 Step 2~~

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~~HFO 7 Step 3~~

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~~HFO 7 Step 4~~

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~~HEO 8 Step 1~~

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~~HEO 8 Step 2~~

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~~HEO 8 Step 3~~

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~~HEO 8 Step 4~~

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~~HEO 9 Step 1~~  
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~~HEO 10~~

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~~\$74.221788~~

~~38 HOUR WEEK~~

~~CASUAL RATES OF PAY - 38 HOUR PER WEEK~~

~~Grade/Step~~

~~Base Rate  
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~~CASUAL RATES OF PAY — 38 HOUR PER WEEK~~

~~Grade/Step~~

~~Base Rate  
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~~HEO 7 Step 1~~

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~~HEO-10~~

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~~ANNUAL RATE~~

~~\* Minimum appointment step for CET teacher with a relevant doctoral qualification~~

#### ~~CASUAL RATES~~

~~Teaching Rates: the above rates include payment for one hour's face-to-face teaching time plus up to two hours' related duties such as preparation, lesson planning, collation of materials, marking arising from the relevant class and student consultation time. Teaching Rate A is paid where an English language teacher's related duties include a requirement to develop curriculum and/or necessary materials, and Teaching Rate B is paid where the development of curriculum and/or necessary materials is not required.~~

~~Marking – Supervising Examiner: Rate paid per hour for marking as a supervising examiner, or marking~~

~~Routine Marking and Other Duties: Rate paid per hour for routine marking (other than marking that is covered by the staff member's Teaching Rate) such as marking of CET wide or course wide examinations, exit tests, essays or assessment tasks and other duties that are not covered by the staff member's Teaching Rate, including attendance at excursions, additional student consultation, preparation of subject guides or reading lists for curriculum development or materials other than for allocated classes and attendance at meetings~~

~~SCHEDULE 2 — CLASSIFICATION DESCRIPTORS ACADEMIC STAFF~~

~~The responsibilities of Academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development. Typical standards for levels of Academic staff, other than casual staff, are as set out below. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the Academic staff member.~~

~~A staff member appointed to a particular level may be assigned, and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Academic staff member is appointed or promoted. In addition, staff may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.~~  
~~Teaching and Research Academic Staff~~

~~Level A~~

- ~~• work with the support and guidance from more senior Academic staff~~
- ~~• expected to develop expertise in teaching and research with an increasing degree of autonomy~~
- ~~• normally expected to contribute to teaching, at a level appropriate to the skills and experience of the staff member, primarily at undergraduate and graduate diploma level~~
- ~~• engage in scholarly, research and/or professional activities appropriate to professional discipline~~
- ~~• undertake administration primarily relating to staff member's activities at the University~~
- ~~• normally have completed four years of tertiary study or equivalent qualifications and experience; may be required to hold a relevant higher degree~~



#### ~~Level B~~

- ~~• undertake independent teaching and research in staff member's discipline or related area~~
- ~~• expected to make an independent contribution to research, scholarship and/or teaching through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.~~
- ~~• normally contribute to teaching at undergraduate, honours and postgraduate level~~
- ~~• may be required to perform full academic responsibilities of and related administration for co-ordination of an award program of the University provided that this is consistent with a reasonable and overall workload~~
- ~~• undertake administration primarily relating to staff member's activities at the University~~

#### ~~Level C~~

- ~~• expected to make a significant contribution to the discipline at national level~~
- ~~• in research, scholarship and/or teaching, expected to make original contributions which expand knowledge or practice in discipline~~
- ~~• normally expected to make a significant contribution to research, scholarship and/or teaching and administration activities of an organisational unit or interdisciplinary area at undergraduate, honours and postgraduate level~~
- ~~• normally expected to play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community~~
- ~~• may be required to perform full academic responsibilities of, and related administration for, co-ordination of a large award program or a number of smaller award programs, if consistent with a reasonable overall workload~~

#### ~~Level D~~

- ~~• expected to make an outstanding contribution to research, scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area~~
- ~~• responsibilities may include co-ordination of a large award program or a number of smaller award programs where this is consistent with a reasonable overall workload~~
- ~~• expected to make an outstanding contribution to governance and collegial life inside and outside the University~~

~~• will have attained recognition at a national or international level in staff member's discipline and is expected to make original and innovative contributions to advancement of scholarship, research and teaching in discipline.~~

#### ~~Level E~~

~~• provide leadership and foster excellence in research, teaching and policy development in academic discipline within the University and within the community, professional, commercial or industrial sectors~~

~~• will have attained recognition as a leading authority in discipline, and will have achieved distinction at the national level and may be required to have achieved distinction at the international level~~

~~• expected to make original, innovative and distinguished contributions to scholarship, researching and teaching in discipline and make a commensurate contribution to the work of the University~~

#### ~~Research Academic Staff (inclusive of creative disciplines) Level A~~

~~• will normally work under the supervision of Academic staff at Level B or above, with an increasing degree of autonomy as the research Academic staff member gains skills and experience~~

~~• will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team~~

~~• may undertake limited teaching, supervise at undergraduate levels, and/or publish the results of the research conducted as sole author or in collaboration~~

~~• undertake administration primarily relating to staff member's activities at the University~~

~~• will normally hold a relevant higher degree~~

#### ~~Level B~~

~~• will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities~~

~~• will carry out independent and/or team research~~

~~• may supervise postgraduate research students or projects and be involved in research training~~

#### ~~Level C~~

~~• will make independent and original contributions to research, which have a significant impact on staff member's field of expertise~~

~~• work will be acknowledged at national level as influential in expanding knowledge of discipline, and standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities~~

~~• will provide leadership in research, including research training and supervision~~

#### ~~Level D~~

~~• will make major original and innovative contributions to staff member's field of study or research, which are recognised as outstanding nationally or internationally~~

~~• will play an outstanding role within University, discipline and/or profession in fostering the research activities of others, and in research training.~~

#### ~~Level E~~

~~• will typically have achieved international recognition through original, innovative and distinguished contributions to staff member's field of research, as demonstrated by sustained and distinguished performance~~

~~• will provide leadership in field of research, within the University, discipline and/or profession and within the scholarly and/or general community~~

~~• will foster excellence in research, research policy and research training~~

### ~~GENERAL STAFF — CLASSIFICATION DESCRIPTORS~~

#### ~~Definitions~~

##### ~~Training level~~

~~Type and duration of training which the duties of the classification level typically require for effective performance.~~

##### ~~Occupational equivalent~~

~~Examples of occupations typically falling within each classification level.~~

##### ~~Level of supervision~~

~~Covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.~~

##### ~~Task level~~

~~Type, complexity and responsibility of tasks typically performed~~

##### ~~Organisational knowledge~~

~~Required level of knowledge and awareness of University, its structure and functions and purposes to which that organisational knowledge may be put.~~

##### ~~Judgement, independence and problem solving~~

~~Judgement: ability to make sound decisions, recognising the consequences of decisions taken or actions performed; Independence: extent to which staff member is able (or allowed) to work effectively without supervision or direction; problem solving: process of defining or selecting appropriate course of action from alternative courses.~~

#### ~~Close supervision~~

~~Clear and detailed instructions provided. Tasks covered by standard procedures. Deviation from procedures or unfamiliar situations referred to higher levels. Work is regularly checked.~~

#### ~~Routine supervision~~

~~Direction provided on tasks to be undertaken, with some latitude to rearrange sequences and discriminate between established methods. Guidance on approach to standard circumstances provided in procedures; guidance on the approach to non-standard circumstances provided by a Supervisor. Selective rather than constant checking.~~

#### ~~General direction~~

~~Direction provided on assignments to be undertaken, with staff member determining appropriate use of established methods, tasks and sequences. Some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.~~

#### ~~Broad direction~~

~~Direction provided in terms of objectives which may require planning of staff, time and material resources for their completion. Limited detailed guidance will be available and staff member may be required to develop or modify procedures. Performance measured against objectives.~~

#### ~~Higher Education Officer Level 1~~

##### ~~Training level or qualifications~~

~~No formal qualifications or specific work experience required on employment; structured training and extensive induction provided.~~

##### ~~Level of supervision~~

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

##### ~~Task level~~

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

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

##### ~~Judgement, independence and problem solving~~

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

##### ~~Occupational equivalent and typical activities~~

~~Cleaner, labourer, trainee for level 2 duties: perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.~~

~~Higher Education Officer Level 2~~

~~Training level or qualifications~~

~~Year 12 without work experience;~~

~~Certificates I or II with work related experience; or Equivalent combination of experience and training. Level of supervision  
Routine supervision of straightforward tasks; close supervision of more complex tasks.~~

~~Task level~~

~~Straightforward tasks where procedures are clearly established; may occasionally perform more complex tasks.~~

~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

~~Solve relatively simple problems with reference to established techniques and practices. May be required to choose between a range of straightforward alternatives. Expected to perform a combination of routine tasks where daily work routine will allow latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.~~

~~Occupational equivalent and typical activities~~

~~Administrative assistant: Manage inward and outward movement of mail, copy, maintain and retrieve records, undertake straightforward data entry and retrieval.~~

~~Higher Education Officer Level 3~~

~~Training level or qualifications~~

~~Trades certificate or Certificate III; or~~

~~Year 12 or a Certificate II, with relevant work experience; or~~

~~Equivalent combination of relevant experience and/or education/training.~~

~~May typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.~~

~~Level of supervision~~

~~In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. Supervision of other staff may be required.~~

#### ~~Task level~~

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

#### ~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

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

#### ~~Occupational equivalent and typical activities~~

~~Tradesperson, technical assistant/technical trainee, administrative assistant.~~

~~Trades: apply trades certificate/Certificate III skills in a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. May involve familiarity with work of other trades or require further training.~~

~~Technical: assist technical officers in operating a laboratory, including ordering supplies; assist in setting up routine experiments, preparation of specimens and feeding and care of animals; monitor experiments for report to a technical officer. Staff are expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.~~

~~Administrative: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems), including storing/ retrieving documents, keying/lay out/merging of documents, tables and basic graphics; provide general administrative support including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; process accounts for payment.~~

#### ~~Higher Education Officer Level 4~~

#### ~~Training level or qualifications~~

~~Diploma level qualification with relevant work related experience; Certificate IV with relevant work experience; or Post-trades certificate and extensive relevant experience and on the job training; or~~

~~Certificate III with extensive relevant work experience; or~~

~~An equivalent combination of relevant experience and/or education/training.~~

~~Level of supervision~~

~~In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.~~

~~May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.~~

~~Task level~~

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

~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

~~In trades positions, extensive diagnostic skills; In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks; In administrative positions, provide factual advice which requires proficiency in the work~~

~~area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.~~

~~Occupational equivalent and typical activities~~

~~Technical officer or technician, administrative, advanced tradespersons.~~

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

~~Technical : develop new equipment to criteria developed and specified by others; under routine direction, assist in conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; demonstrate use of equipment and prepare technical reports.~~

~~Library technician: copy cataloguing; use range of bibliographic databases; undertake acquisitions; respond to reference inquiries.~~

~~Administrative: may use full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems; plan and set up spreadsheets or data base applications; be responsible for providing a full range of secretarial services, e.g. in a faculty; provide advice to students on enrolment procedures and requirements; administer enrolment and course progression records.~~

~~Higher Education Officer Level 5~~

#### ~~Training level or qualifications~~

~~Degree without subsequent relevant work experience;~~

~~Advanced diploma qualification and at least 1 year's subsequent relevant work experience; Diploma qualification and at least 2 years' subsequent relevant work experience;~~

~~Certificate IV and extensive relevant work experience;~~

~~Post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or~~

~~Equivalent combination of relevant experience and/or education/training.~~

#### ~~Level of supervision~~

~~Professional positions: routine supervision to general direction, depending on tasks involved and experience. Other positions: general direction and may supervise other staff.~~

~~Task level~~

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

~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

~~Professional: solve problems through standard application of theoretical principles and techniques at degree level. Technical: apply standard technical training and experience to solve problems. Administrative: may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.~~

#### ~~Occupational equivalent and typical activities~~

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

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



~~Library technician: assist with reader education programs and more complex bibliographic and acquisition services; operate a discrete unit within a library which may involve significant supervisory duties or running out posted service.~~

~~Administrative: responsible for managing an administrative function, e.g. HECS advice, records, determinations and payments, centralised enrolment function, organisation and administration of exams at a small campus.  
Professional: under professional supervision, work as part of a research team in a support role; provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; provide counselling services.~~

~~Higher Education Officer Level 6~~

~~Training level or qualifications~~

~~Degree with subsequent relevant experience;~~

~~Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or~~

~~Equivalent combination of relevant experience and/or education/training.~~

~~Level of supervision~~

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

~~Task level~~

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

~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

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

~~Occupational equivalent and typical activities~~

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

~~Technical: manage laboratory or field station; set up complex experiments; provide highly specialised technical services; design & construct complex or unusual equipment to general specifications; assist honours & postgraduate students with laboratory requirements; install, repair, provide & demonstrate computer services in laboratories.~~

~~Administrative: provide financial, policy and planning advice; service committees, including preparation of agendas, papers, minutes and correspondence; monitor expenditure against budget in a school or small faculty.~~

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

~~Higher Education Officer Level 7~~

~~Training level or qualifications~~

~~Degree with at least 4 years subsequent relevant experience; or~~

~~Extensive experience and management expertise in technical or administrative fields; or~~

~~Equivalent combination of relevant experience and/or education/training.~~

~~Level of supervision~~

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

~~Task level~~

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

~~Organisational knowledge~~

~~Detailed knowledge of academic and administrative policies and interrelationships between a range of policies and activities. Judgement, independence and problem solving~~

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

~~involve the interpretation of policy which has an impact beyond the immediate work area.~~

~~Occupational equivalent and typical activities~~

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

~~Librarian: combine specialist expertise and responsibilities for managing a library function. Technical: manage teaching and research facilities for a School or equivalent.~~

~~Research: utilise acknowledged expertise in a specialised area or a combination of technical management and specialised research.~~

~~Administrative: provide less senior administrative support to relatively small and less complex faculties or equivalent.~~

~~Student services: train and supervise professional staff and undertake policy development responsibilities (which may include research and publication).~~

~~Higher Education Officer Level 8~~

~~Training level or qualifications~~

~~Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; Extensive experience and management expertise; or~~

~~Equivalent combination of relevant experience and/or education/training.~~

~~Level of supervision~~

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

~~Task level~~

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

~~Organisational knowledge~~

~~Expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the University's operations.~~

~~Judgement, independence and problem solving~~

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

~~Occupational equivalent and typical activities~~

~~Manager (e.g. administrative, research, professional or scientific); senior school/faculty administrator; researcher.~~

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

~~Higher Education Officer Level 9~~

~~Training level or qualifications~~

~~Postgraduate qualifications and extensive relevant experience;~~

~~Extensive management experience and proven management expertise; or Equivalent combination of relevant experience and/or education/training.  
Level of supervision~~

~~Broad direction, working with a considerable degree of autonomy; Management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.~~

~~Task level~~

~~Conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Will have responsibility for significant resources.~~

~~Organisational knowledge~~

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

~~Judgement, independence and problem solving~~

~~Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools/faculties or at corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.~~

~~Occupational equivalent~~

~~Manager (e.g. administrative, research, professional or scientific); senior school/faculty administrator; senior researcher: Assist in managing a large functional unit with a diverse or complex set of functions and significant resources; Manage a function or develop and implement policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; Manage a small and specialised unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.~~

~~Higher Education Officer Level 10~~

#### ~~Training level or qualifications~~

~~Proven expertise in the management of significant human and material resources, in addition to, in some areas, postgraduate qualifications and extensive relevant experience.~~

#### ~~Level of supervision~~

~~Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).~~

#### ~~Task level~~

~~Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Requires application of high level of theoretical and applied knowledge.~~

#### ~~Organisational knowledge~~

~~Bring a multi-perspective understanding to development, marketing and implementation of new policies; devise new ways of adapting University's strategies to new, including externally generated, demands.~~

#### ~~Judgement, independence and problem solving~~

~~Be fully responsible for the achievement of significant organisational objectives and programs.~~

#### ~~Occupational equivalent and typical activities~~

~~Senior program, research or administrative manager: Manage a large functional unit with a diverse or complex set of functions and significant resources; Manage a more complex function or unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to the most complex schools and faculties, involving complex course structures, significant staff and financial resources, outside activities and extensive exercise of administrative, policy and financial management responsibilities.~~

#### ~~SCHEDULE 3 — ALLOWANCES~~

##### ~~Allowance~~

##### ~~Eligibility~~

~~Amount payable with effect from Mar-09~~

~~Amount Payable with effect from Sep-09~~

##### ~~Cadaver~~

##### ~~Prosection~~

~~Staff of Departments of Anatomy & Histology and Biological Sciences whose duties include dissection of human bodies; Payable while on leave, superannuable and included as salary for the purpose of termination payments.~~

~~\$ 1,574 per annum~~

~~\$ 1,621 per annum~~

~~Driver-Attendant~~

~~Driver-attendants located at Main Quadrangle of Camperdown Campus who routinely undertake executive driving duties or Information Office relief at least three times per week.~~

~~\$2,855 per annum~~

~~\$2,941 per annum~~

~~First Aid~~

~~Staff who have successfully completed an approved first aid course and who are appointed by University OHS and Injury Management Unit as first aid officers.~~

~~Staff who are required, on the recommendation of the University's OHS and Injury Management Unit to hold an Occupational First Aid Certificate.~~

~~\$ 717 per annum~~

~~\$ 739 per annum~~

~~\$ 1079 per annum~~

~~\$ 1,111 per annum~~

~~Overtime Meal~~

~~Payable in accordance with clause 10 of Schedule 4; varied in accordance with corresponding allowance in NSW Public Service.~~

~~\$23.60 per meal~~

~~\$24.95 per meal~~

~~(effective 1 July 2009)~~

~~On call~~

~~Payable in accordance with clause 40 and 41 of Schedule 4.~~

~~Monday to Friday : \$34.23 per day~~

~~Monday to Friday :~~

~~\$35.26 per day~~

~~Weekends and Public Holidays:~~

~~\$85.58 per day~~

~~Weekends and Public~~

~~Holidays: \$88.15 per day~~

~~Shelving Team~~

~~Coordinator~~

~~University Library staff; payable pro rata while assigned as shelving team coordinators~~

~~\$ 1,389 per annum~~

~~\$ 1,431 per annum~~

~~Tools~~

~~Trade staff who are required to supply all necessary tools to use in their trade; Tools required for each trade will be as specified in the University's tool allowance policy.~~

~~Painter — \$ 13.63 per fortnight~~

~~Painter — \$ 14.04 per fortnight~~

~~Plumber — \$55.76 per fortnight~~

~~Plumber — \$57.44 per fortnight~~

~~Carpenter — \$55.76 per fortnight~~  
~~Carpenter — \$57.44 per fortnight~~

~~Electrician — \$ 29.05 per fortnight~~  
~~Electrician — \$ 29.93 per fortnight~~

~~Refrigeration Mechanic —~~  
~~\$29.05 per fortnight~~  
~~Refrigeration Mechanic —~~  
~~\$29.93 per fortnight~~

~~Apprentice Chef — \$14.50 per fortnight~~  
~~Apprentice Chef — \$14.94 per fortnight~~

~~Licence~~

~~Plumbers and electricians if required to maintain and act on their licenses.~~

~~Plumbers — \$2,875 per annum~~  
~~Plumbers — \$2,961 per annum~~

~~Electricians — \$ 1,664 per annum~~  
~~Electricians — \$ 1,714 per annum~~

~~Trade disability~~

~~Eligible trades staff and apprentices upon making a claim~~

~~Chokeage — \$ 6.62 per day~~  
~~Chokeage — \$ 6.82 per day~~

~~Dirty Work — \$0.59 per hour~~  
~~Dirty Work — \$0.61 per hour~~

~~Gold Places — \$0.58 per hour~~  
~~Gold Places — \$0.60 per hour~~

#### ~~SCHEDULE 4 — WORKING HOURS AND RELATED MATTERS FOR GENERAL STAFF APPLICATION~~

~~1 — This Schedule applies to General staff, with the exception that for staff employed at the University's Veterinary Clinics and farms to whom the arrangements referred to in clause 336 of this Agreement apply, the arrangements referred to in that clause (as applicable) prevail to the extent of any inconsistency over this Schedule.~~

#### ~~DAY WORK AND SHIFT WORK~~

~~2 — Staff to whom this Agreement applies will be employed as either day workers or shift workers.~~

~~3 — A day worker (other than a student employed on a casual basis) is a staff member who works their ordinary hours within the span 7.00am to 7.00pm Monday to Friday, excluding public holidays. Students employed on a casual basis work their ordinary hours within the span 7.00am to 7.00pm, Monday to Saturday.~~

~~4 — By agreement between the University and a staff member who is a day worker (other than a student employed on a casual basis), the staff member may work within the span 7.00am to 7.00pm Monday to Saturday, excluding public holidays if they wish to do so, provided that their weekly working hours are arranged to enable them to have at least two days off within the calendar week.~~

~~5 — Students employed on a casual basis may work their ordinary hours within the span 7.00am to 10.00pm, Monday to Saturday if they request to do so.~~

~~6 — A shift worker is a staff member who works according to a shift roster and whose span of hours of work a week may extend beyond 7.00am to 7.00pm Monday to Friday.~~

#### ~~ABSENCE FROM DUTY~~

~~7 — A staff member who reports for duty after their normal starting time, and/or who ceases duty before their normal finishing time, and who does not provide a satisfactory reason to the University for their absence, will lose salary equivalent to the duration of the absence(s), calculated to the nearest quarter of an hour.~~

#### ~~MEAL BREAKS AND RELATED MATTERS~~

~~8 — Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay.~~

~~9 — A shift worker may take a paid crib break instead of a meal break with the approval of their Supervisor.~~

~~10 — Staff who are required to work overtime must take unpaid meal breaks of at least 30 minutes in accordance with clause 8 of this Schedule. Staff are entitled to a meal allowance as specified in Schedule 3 where a meal break falls due and is taken during a period of overtime.~~

#### ~~FLEXIBLE WORKING HOURS ARRANGEMENTS~~

~~11 — Arrangements under this clause provide flexibility for the University and staff in relation to working hours. Staff may work flexible hours, subject to the following:~~

~~(a) — staff must be in attendance during the core hours set for their work area from time to time;~~



~~(b) with the approval of their Supervisor, staff members have flexibility in terms of their attendance outside of core hours;~~

~~(c) all hours worked and absences must be recorded formally for accrual/audit purposes;~~

~~(d) staff may work flexible hours outside their number and span of ordinary hours specified in clause 3 of this Schedule if agreed to by their Supervisor. Such hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements;~~

~~(e) time may be accrued only by working additional time; no time is accrued during leave or public holidays; and~~

~~Draft University of Sydney Enterprise Agreement [insert dates]~~

~~(f) flexible working hours will normally be approved for day workers only. However, flexible hours may be approved by a Supervisor for shift workers subject to the operational needs of the work unit.~~

~~12 As far as practicable, the pattern of hours worked to accrue time and take flexible time off, will be agreed between each staff member and their Supervisor. Where agreement cannot be reached, the hours worked will be determined by the Supervisor provided that staff must be permitted to take accrued flexible hours off as a whole day.~~

~~13 Staff are entitled to work 19 days with one scheduled day off (SDO) within a four week cycle, but may elect to take seven hours (or seven hours and 36 minutes in the case of 38 hour week staff) flexible time off within the same four week cycle.~~

~~14 Subject to agreement between a staff member and their Supervisor, flexible time off hours and SDOs may be accumulated over a six month cycle as follows:~~

~~(a) 35 hour staff: up to 42 hours flexible time off or six SDOs; or~~

~~(b) 38 hour staff: up to 46.5 hours flexible time off or six SDOs.~~

~~15 Accrued hours or SDOs not taken within the six month accrual cycle will be forfeited except where a staff member has been unable to utilize them due to management decisions in which case they may be carried over to the next cycle.~~

~~16 A staff member who retires or resigns will be paid in lieu of up to six accumulated SDOs.~~

~~17 Alternative local arrangements that had been implemented at the workplace level to provide flexibility for the work area and staff before the commencement of this Agreement will continue unless alternative arrangements are entered into. Such arrangements will be as set out in the relevant University policy in place at the commencement of this Agreement.~~

~~18 If a Supervisor wishes to alter an approved local arrangement, the Supervisor will discuss the matter with the affected staff with a view to reaching agreement. Where agreement cannot be reached, the proposed~~

~~arrangement will be referred for review under clauses 317 and 318 of this Agreement.~~

#### ~~SHIFT LOADINGS~~

~~19 Subject to clause 20 of this Schedule, the following shift loadings are paid to shift workers in addition to their ordinary rates of pay:~~

##### ~~Shift~~

##### ~~Definition and conditions~~

##### ~~Loading~~

##### ~~Early morning~~

~~Starts between 4.00am and 6.00am, Monday to Friday~~

~~10%~~

##### ~~Day shift~~

~~Starts between 6.00am and 10.00am, Monday to Friday~~

~~Nil~~

##### ~~Early afternoon~~

~~Starts between 10.00am and 1.00pm, Monday to Friday~~

~~10%~~

##### ~~Afternoon~~

~~Starts between 1.00pm and 4.00pm, Monday to Friday~~

~~12.5%~~

##### ~~Night~~

~~Starts between 4.00pm and 4.00am, Monday to Friday~~

~~15%~~

##### ~~Permanent night~~

~~At least 2/3 of rostered shifts in each roster period are night shifts~~

~~30%~~

##### ~~Saturday~~

~~Any shift worked on a Saturday~~

~~50%, which is substituted for and not cumulative upon any other shift loading~~

~~Sunday~~

~~Any shift worked on a Sunday~~

~~75% which is substituted for and not cumulative upon any other shift loading~~

~~Public Holiday — Any shift worked on a public holiday — As specified in clause 128, which is substituted for and not cumulative upon any other shift loading~~

~~20 — The loadings specified in clause 19 of this Schedule do not apply to students employed on a casual basis who agree to work outside the span of 7.00am to 7.00pm, Monday to Saturday. Where a student requests to work outside this span (for example, casual student shelvers in the Library), the University may agree and ordinary casual rates will be paid for work performed between the hours of 7.00pm to 10.00pm Monday to Saturday.~~

#### ~~WORK ROSTERS FOR SHIFT WORKERS~~

~~21 — The University will post rosters showing the ordinary starting and finishing times for each roster/shift that staff are required to work.~~

~~22 — Subject to clause 23 of this Schedule, at least 72 hours' notice of shift changes and seven days' notice of roster changes days will be provided. Consultation will normally occur at the local level in relation to proposed changes.~~

~~23 — A shift or roster may be changed at any time to enable the functions of the University to continue, for example, where a shift-worker is absent because of illness or emergency.~~

~~24 — If a roster is altered under clause 23 of this Schedule, and a staff member is required to work on a day which would have been their day off within the roster, the time worked by the staff member on that day will be paid at overtime rates specified in clause 31 of this Schedule.~~

~~25 — If a public holiday falls on a staff member's rostered day off, they will receive an extra day's leave or may take a day's pay at the ordinary rate in lieu. The leave must be taken at a time convenient to the staff member and the University.~~

~~26 — Places in rosters may be interchanged by agreement between staff members and their Supervisor, provided that the University does not incur any additional shift or overtime penalties as a result of the interchange.~~

#### ~~OVERTIME~~

~~Requirement to work overtime~~

~~27 — The University may require a staff member to work reasonable overtime.~~

~~28 — Overtime is work that is performed at the direction of an authorised Supervisor: (a) — outside the staff member's ordinary span of work hours; or  
(b) — within that ordinary span of work hours, but outside the number of ordinary hours the staff member would work on a day (or is formally rostered to work on that day); or  
(c) — on a Saturday, Sunday or public holiday.~~

~~29 — If possible, staff will be given at least 48 hours notice of overtime to be worked. A staff member who is not given 48 hours notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.~~

#### ~~Eligibility for overtime payment~~

~~30 — A staff member whose Salary does not exceed the maximum Salary for a Higher Education Officer Level 9 is entitled to overtime pay or, where a staff member chooses, time off in lieu of overtime pay. In special circumstances, the University may make overtime payments or provide time off in lieu to staff whose Salary exceeds this amount.~~

#### ~~Overtime payments and time off in lieu of payment~~

~~31 — Overtime payments and time off in lieu will be calculated as follows:~~

~~(a) — Monday to Saturday: one and a half times the ordinary rate of pay (or hours worked) for the first two hours and double time thereafter;~~

~~(b) — Sunday: double time; and~~

~~(c) — Public Holidays: two and a half times the ordinary rate of pay (or hours worked)~~

~~Payments and time in lieu will be calculated to the nearest quarter of hour and a minimum payment of four hours (or three hours in the case of essential work on Sundays or public holidays for feeding animals, watering etc) will be made for overtime worked on a day that is not an ordinary working day for the staff member concerned.~~

~~32 — Time off in lieu of payment must be taken at mutually agreed times. A staff member may accrue up to three weeks' time in lieu within a six month period, and time not taken by the end of the six month period will be paid out at overtime rates specified in clause 31 of this Schedule.~~

~~33 — A casual staff member who is required to work more than 20% of the ordinary weekly hours of an equivalent full-time staff member on any one day will receive the greater of the overtime rates specified in clause 30 of this Schedule or the casual loading specified in clause 54 of this Agreement, but not both.~~

~~34 — A staff member who works overtime must have at least ten consecutive hours off between work on successive days, if reasonably practicable.~~

~~35 — If a staff member works overtime and does not have ten consecutive hours off before their normal starting time on the next day, the staff member:~~

~~(a) — must be released at the end of the overtime until they have had ten consecutive hours off, unless the Supervisor directs the staff member to continue working; and~~

~~(b) — must be paid for the time they would have normally worked in the ten consecutive hours off work.~~

~~36 — If a staff member resumes or continues work as directed by their Supervisor without having ten consecutive hours off, the staff member:~~

~~(a) — must be paid at the overtime rate until they are released from work; and~~

~~(b) — is entitled to be absent for ten consecutive hours without loss of pay for work occurring in that absence.~~

~~37 — If a shift worker works overtime for the purpose of changing shift rosters, or does not report for work, and a day worker replaces them, then clauses 35 and 36 of this Schedule apply as if eight hours were substituted for ten hours.~~

#### ~~ON CALL ARRANGEMENTS~~

##### ~~Requirement to be on call~~

~~38 — The University may roster staff to remain "on call" outside their ordinary working hours, i.e. contactable and available to return to work within a reasonable time or deal with matters by telephone or computer, whichever is required.~~

~~39 — The University will provide staff with access to equipment (such as mobile phones), and reimbursement for telephone calls and travel expenses in accordance with University policy.~~

##### ~~On call allowance~~

~~40 — Staff will receive either an "on call" allowance in accordance with Schedule 3 or an agreed annual loading when they are rostered and available for on call duties.~~

##### ~~Payment for work performed while on call~~

~~41 — Where a staff member who is on call and is entitled to paid overtime is required to perform duties, overtime will be paid in accordance with the applicable overtime rate specified in clause 31 of this Schedule for the time worked, subject to the following conditions:~~

~~(a) — where work is performed from home, a minimum payment of one hour's pay will be made, provided that where a staff member is called more than once in a day in relation to a matter that they could reasonably~~

~~have been expected to resolve during their first call, additional payment will be made only if the total time worked (i.e. during the first and subsequent call) exceeds one hour;~~

~~(b) where a staff member is required to return to work, they will receive a minimum payment of four hours' pay (including travelling time) provided that where a staff member is required to return to work more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first attendance, they will receive a minimum payment of four hours' pay irrespective of the number of call-backs, and travelling time will be paid for one return trip only; and~~

~~(c) where a staff member is required to return to work after attempting to solve a problem at home, they will receive a minimum payment of four hours' pay for all work performed (including any time worked at home and travelling time).~~

#### ~~SCHEDULE 5 — ENGLISH LANGUAGE TEACHING STAFF APPLICATION~~

~~This Schedule applies to English language teaching staff as defined in this Schedule 5 of the Agreement and prevails to the extent of any inconsistency over the provisions of the Agreement.~~

#### ~~EMPLOYMENT CATEGORIES~~

~~1 Staff may be employed in the following categories: (a) Funding Contingent Continuing Employment; (b) fixed term employment; or (c) casual employment.~~

#### ~~Definitions~~

~~2 In this Agreement:~~

~~Continuous language staff means language staff employed on a Funding Contingent Continuous Employment basis.~~

~~CET Deputy Director means a member of language staff who, under the direction of the CET Director and in collaboration with other language staff, is primarily responsible for:~~

~~(a) managing CET teaching programs and associated administrative functions;~~

~~(b) providing leadership to all language staff to develop and achieve quality English language programs for international students;~~

~~(c) liaising with the International Office, Faculties of the University and outside bodies to ensure relevance of CET courses; and~~

~~(d) assisting the CET Director with promotional, marketing and other management functions.~~

~~CET Education Manager means a member of language staff who, in addition to performing the duties of a language teacher and under the direction of~~

~~the CET Director and in collaboration with other language staff, is primarily responsible for:~~

~~(a) managing day to day operation of relevant programs;~~

~~(b) co-ordinating materials and curriculum development for language programs;~~

~~(c) monitoring and appraising the performance of staff and relevance of curricula and content; (d) providing support/advice to Language teachers; and~~

~~(e) monitoring student progress and welfare.~~

~~English language teaching staff means qualified language teachers employed to work within the CET in the classifications of Language Teacher, CET Education Manager or CET Deputy Director as defined in Schedule 5 or qualified language teachers employed to perform the substantial duties of those classifications.~~

~~Language teacher means a qualified language teacher who, under the direction of the CET Director and in collaboration with other language staff, is primarily responsible for:~~

~~(a) teaching English language and academic study skills to students of non-English speaking background; (b) developing appropriate teaching materials;~~

~~(c) being involved in appropriate course management functions; (d) monitoring all aspects of student progress; and~~

~~(e) assuming those administrative responsibilities associated with teaching duties.~~

~~Termination of employment where there is no longer continued need and/or sufficient student fee funding~~

~~3 Where there is no longer continued need and/or sufficient student fee funding for a position held by a Continuous language staff member, the staff member will receive notice of termination and severance payments in accordance with clauses 9 and 12 of this Schedule respectively.~~

~~Employment of Language Teachers as Continuous Language Staff~~

~~4 At least 75% of the core Language teacher positions (determined on a full-time equivalent basis and including any language teacher who is working as a CET Education Manager for a specified period) will be filled by Continuous language staff. For the purposes of this clause, Language teachers:~~

~~(a) who work wholly or primarily in relation to any of the following courses:~~

~~(i) courses that are not currently accepted as core programs conducted by the CET; (ii) courses conducted away from the primary location of the CET;~~

~~(iii) new courses, for the first two years of the operation of such a course;~~

~~(iv) courses funded wholly by a government department or a corporation (other than the University); or~~

~~(b) whose employment is not covered by this Agreement will not count towards the calculation of core CET Language teacher positions.~~

~~5 Where a Continuous language teacher moves into a position that does not count towards the calculation of core language teacher positions, any language teacher employed on a fixed term or casual basis to perform the work previously performed by the Continuous language teacher will also not count towards the calculation of core Language teacher positions.~~

#### ~~FIXED TERM EMPLOYMENT Definition~~

~~6 Fixed term employment means full-time or part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specified task or project upon which the contract will come to an end. Such a contract may be terminated before the specified end date or contingency in accordance with the terms of this Agreement.~~

~~Further offers of employment and ending fixed term employment~~

~~7 A staff member employed for a fixed term may be offered further terms of employment. Unless such an offer is made and accepted, or the staff member's employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in the staff member's contract of employment.~~

~~8 Staff employed for a fixed term will be notified in writing before the end of their term, task or project:~~

~~(a) whether the University proposes to retain the same position, or a substantially similar position, for a further term; and~~

~~(b) whether they will be offered a further term of employment.~~

~~9 The minimum notification period under clause 8 of this Schedule will be as follows:~~

~~Period of Continuous Service~~

~~Notification Period (weeks before specified end date)~~

~~Less than 3 years~~

~~2 weeks \*~~

~~3 years to less than 5 years~~

~~3 weeks \*~~

~~5 years or more~~



~~4 weeks\*~~

~~\*The minimum notification period will be increased by one week for a staff member who has completed at least 2 years' continuous service and is aged 45 years or over.~~

~~10—Where the University decides to retain the same position, or a substantially similar position, for a further term, employment in the position will be offered to the incumbent provided that:~~

~~(a) the incumbent's appointment to the position was made following a competitive selection process;~~

~~(b) the incumbent's performance in the role has matched expectations set and adopted during their employment and has been assessed as at least satisfactory; and~~

~~(c) the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or skills that may be required.~~

~~Applications for conversion to Funding Contingent Continuing Employment~~

~~11—A staff member who has been employed on a fixed term basis and is offered a further fixed term contract may apply for conversion to Funding Contingent Continuing Employment on the same salary and classification specified in the fixed term offer. The University may refuse an application for conversion on reasonable grounds, which may include the following:~~

~~(a) where the staff member:~~

~~(i) is a student, and their status as a student was the primary reason for their appointment;~~

~~(ii) is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement contract);~~

~~(iii) performing work which will cease to be required after the term of employment offered by the University; or~~

~~(iv) is performing work which is predominantly related to discontinued, or discontinuing programs; or~~

~~(b) where the fixed term employment is for:~~

~~(i) a specific task or project, or is Externally Funded; (ii) the purpose of filling a temporary vacancy;~~

~~(iii) a period of up to three years in a new organisational area or program; or~~

~~(iv) a period of up to three years in an area where there has been a sudden and unanticipated increase in enrolments.~~

~~Severance Payments~~

~~12 Subject to clause 14 of this Schedule, severance payments will be made under clause 13 of this Schedule to fixed term language staff who:~~

~~(a) have been employed on a fixed term basis;~~

~~(b) seek to continue their employment after the end of their specified term, task or project and are not offered further employment;~~

~~(c) whose contract is not renewed because:~~

~~(i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or~~

~~(ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.~~

~~13 Staff who are entitled to severance payments under clause 12 of this Schedule will receive such payments in accordance with the following scale:~~

~~Period of continuous service~~

~~Severance pay (weeks)~~

~~More than 1 year but less than 2 years~~

~~4~~

~~2 years or more but less than 3 years~~

~~6~~

~~3 years or more but less than 4 years~~

~~7~~

~~4 years or more~~

~~8~~

~~14 No severance payments will be made to a staff member who:~~

~~(a) is offered suitable alternative employment, whether such offer is accepted or not; (b) was employed as a replacement staff member;~~

~~(c) was employed for up to five years on a pre-retirement contract; or~~

~~(d) was employed for up to three years in response to a sudden and unanticipated increase in enrolments.~~

~~15 Where the University notifies a fixed term staff member in writing that further employment may be offered within six weeks of the expiration of their fixed term, any severance payments to which the staff member would be entitled in the event that no such offer of employment is made will be deferred until either:~~

~~(a) four weeks after the expiration of the staff member's fixed term;  
or~~

~~(b) the University notifies the staff member that no such offer of further employment will be made, whichever occurs first.~~

~~16 If a staff member who is entitled to severance payments is offered and accepts casual employment at the end of their fixed term contract, their severance payments will not be paid until after the completion of their casual employment.~~

~~17 Severance payments will be treated as eligible termination payments for taxation purposes unless taxation laws require otherwise.~~

#### ~~CASUAL EMPLOYMENT~~

~~18 Casual staff are those staff who are employed and paid on an hourly basis.~~

~~19 Casual employment should be on the basis of merit, and be transparent, competitive and consistent with University policy.~~

~~20 The performance of casual staff may be assessed in accordance with the University's Performance Management and Development Program.~~

~~21 The rates of pay for casual staff are specified in Schedule 1. These rates include a 25% loading in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits. Casual staff will be paid within 22 days of submitting a valid and completed claim for payment in accordance with University procedures.~~

~~22 Where a casual staff member has been employed to teach a complete course and the University wishes to terminate their employment before the end of the course, they will be given one month's notice of the date upon which their employment will end, or receive one month's pay in lieu of notice.~~

#### ~~ALLOCATION OF WORK~~

~~23 Teaching work will be assigned to staff to ensure a well-balanced portfolio encompassing face-to-face teaching, course design, materials development and administrative duties.~~

~~24 Work will be allocated on the basis of benchmarks that reflect the University's strategic objectives and the needs of English language teaching staff and students in accordance with the following:~~

~~(a) face-to-face teaching hours per week: up to 20 for Language Teachers, up to six for CET Education Managers and up to four for the CET Deputy Director;~~

~~(b) a maximum of 42 weeks' scheduled teaching in any one teaching year; and~~

~~(c) five working days to undertake non-teaching activities (including course design, materials development and relevant project work) after each period of ten consecutive weeks' teaching.~~

~~25 The Centre for English Teaching Management and Staff Consultative Committee will monitor the processes referred to in clause 24 in the~~

~~context of overall quality assurance, and will take into account a range of factors including:~~

- ~~(a) effective maximum teaching loads;~~
- ~~(b) modes of delivery;~~
- ~~(c) courses taught;~~
- ~~(d) supervision of staff and students;~~
- ~~(e) the number of students taught, including class size and EFTSU load;~~
- ~~(f) staff development requirements, including the needs of new staff;~~  
~~and~~
- ~~(g) administrative duties.~~

#### ~~ORDINARY HOURS OF WORK~~

~~26 Subject to clauses 27 and 28 of this Schedule, the span of ordinary working hours for English language teaching staff will be 8.00am to 6.00pm, Monday to Friday. The ordinary working hours for full-time staff will be 35 hours per week, worked over five days.~~

~~27 Full-time staff will work an average of seven hours each day, which will include face-to-face teaching and other duties according to their classification. On any one day, there will be no more than eight hours between a staff member's rostered starting time and finishing time.~~

~~28 By agreement between a staff member and the University, the staff member may work their ordinary hours within the span of 8.00am to 9.00pm, Monday to Saturday provided that:~~

- ~~(a) face-to-face classes must not be scheduled to finish after 9.00pm;~~
  - ~~(b) an individual staff member will not be scheduled to teach classes on more than two evenings per week;~~
  - ~~(c) where a staff member is scheduled to teach a class that finishes at 9.00pm, their face-to-face teaching on the following day should not commence before 11.00am;~~
  - ~~(d) work performed on a Saturday will constitute one of the five days worked by the staff member; and~~
  - ~~(e) work performed by agreement in accordance with this clause 28 of this Schedule will be paid at the staff member's ordinary rate of pay.~~
- ~~OVERTIME~~

#### ~~Requirement to work overtime~~

~~29 The University may require a staff member to work reasonable overtime.~~

~~30 Overtime is work that is performed at the prior direction of an authorised Supervisor.~~

~~(a) outside the staff member's ordinary span of work hours specified in clause 26 of this Schedule or where applicable, clause 28 of this Schedule;~~

~~(b) more than 35 hours in a week; or~~

~~(c) on a Saturday (other than work performed by agreement in accordance with clause 28 of this Schedule, Sunday or public holiday. If possible, staff will be given at least 48 hours notice of overtime to be worked. A staff member who is not given 48 hours notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.~~

#### ~~Overtime payments~~

~~31 Overtime worked in accordance with clause 30 of this Schedule will be paid at the following rates:~~

~~(a) Monday to Saturday - one and a half times the staff member's ordinary rate of pay for the first two hours worked, and double time thereafter;~~

~~(b) Sunday - double the ordinary rate of pay; and~~

~~(c) Public holidays - two and a half times the ordinary rate of pay.~~

#### ~~MEAL BREAKS AND ALLOWANCES~~

~~32 Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay. Staff will not be required to work overtime beyond 6.00pm without an unpaid meal break of at least 30 minutes.~~

~~33 Staff who are required to work overtime or agree to vary their hours in accordance with clause 28 of this~~

~~Schedule will be entitled to a meal break when they work for more than:~~

~~(a) two hours beyond their normal finishing time and after 6.00pm; or~~

~~(b) five hours on a Saturday, Sunday or a public holiday; or~~

~~(c) one hour before the normal start time.~~

~~34 Staff will be paid a meal allowance at the rate specified in Schedule 3 in respect of breaks taken in accordance with clause 33 of this Schedule. The allowance will be varied during the life of this Agreement in accordance with variations to the corresponding allowance in the New South Wales Public Service.~~

#### ~~OVERSEAS DUTIES~~

~~35 Where language staff are required to undertake duties overseas, the University and the staff member will concerned negotiate any special conditions that will apply to their overseas duties prior to departure.~~

#### ~~RESIGNATION OR RETIREMENT~~

~~36 — A staff member may resign or retire from the University upon one month's written notice. The University may consent to a shorter period on a case by case basis.~~

~~TERMINATION BY THE UNIVERSITY~~

~~37 — Subject to clauses 38 and 39 of this Schedule, the University may terminate a staff member's employment upon one month's written notice, or in the case of a staff member who is over 45 years of age and has at least five years' continuous service, upon five weeks' notice.~~

~~38 — A staff member's employment may be terminated by the University at any time without notice if the staff member engages in Serious Misconduct.~~

~~39 — Where a Continuing language staff member's employment is terminated due to the absence of continuing need or sufficient student fee funding for their position, they will receive notice in accordance with the following scale instead of the period of notice specified in clause 37 of this Schedule.~~

~~Period of Continuous Service~~

~~Period of notice~~

~~Up to 3 years~~

~~2 weeks\*~~

~~3 years or more but less than 5 years~~

~~3 weeks\*~~

~~5 years or more but less than 7 years~~

~~4 weeks\*~~

~~7 years or more but less than 10 years~~

~~7 weeks\*~~

~~10 years or more~~

~~8 weeks~~

~~\*Staff who are over 45 years of age at the time notice is given and who have at least two years Continuous Service will receive one additional week's notice, provided that the total period of notice does not exceed 8 weeks.~~

~~PAYMENT IN LIEU OF NOTICE~~

~~40 — The University may substitute payment in lieu of all or any part of any period of notice of termination. Such payment shall be calculated at the staff member's Salary as at the date of cessation of employment.~~

~~SEVERANCE PAYMENTS~~

~~41 — Subject to clause 42 of this Schedule, a Continuing language staff member whose employment is terminated due to the absence of continuing need or sufficient student fee funding for their position, or on other grounds of redundancy, will receive the following severance payments:~~

~~Period of Continuous Paid service~~

~~Severance Pay~~

~~1 year or more but less than 2 years~~

~~4 weeks~~

~~2 years or more but less than 3 years~~

~~6 weeks  
3 years or more but less than 4 years  
7 weeks  
4 years or more but less than 6 years  
8 weeks  
6 years or more but less than 8 years  
12 weeks  
8 years or more but less than 10 years  
16 weeks  
10 years or more but less than 12 years  
20 weeks~~

~~12 years or more but less than 15 years  
24 weeks  
15 years or more but less than 20 years  
30 weeks  
20 years or more but less than 26 years  
40 weeks  
26 years or more  
52 weeks~~

~~42 — No severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not.~~

~~43 — Years of continuous paid service includes both full-time and part-time service.~~

~~44 — Breaks in service of less than two months shall not be considered to be a break in Continuous Service. Subject to discretionary consideration, the University may agree to treat breaks in service of up to three months as not breaking Continuous Service.~~

~~45 — Periods of approved unpaid leave will not constitute breaks in service for the purposes of calculating severance payments, but except in the case of maternity leave and sick leave that has been supported by a medical certificate, such leave will not count as service for the calculation of severance payments.~~

~~46 — Other than in exceptional circumstances approved by the University, a staff member who has taken voluntary retrenchment or voluntary early retirement will not be employed by the University in any capacity, either directly or indirectly (including as a consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty.~~

~~CET STAFF CONSULTATIVE COMMITTEE~~

~~47 — A CET Staff Consultative Committee (CET SCC) will be convened on a quarterly basis for University and staff representatives to consult on issues affecting work within the CET, including the matters specifically referred to in this Agreement.~~

~~48 — The CET SCC will comprise:~~

~~(a) — a nominee of the Vice-Chancellor (Chair);~~

~~(b) — a Deputy Chair elected by and from CET Language staff;~~

- ~~(c) one staff representative elected by and from CET Language staff;~~
- ~~(d) two staff representatives nominated by the NTEU; and~~
- ~~(e) two management representatives.~~

~~49 Administrative arrangements, including arrangements for committee participation by relevant advisors (such as Human Resources staff and advisors to staff representatives) and the election staff representatives will be determined by University policy and procedures.~~

~~50 Staff representatives will serve for the life of this Agreement and will be eligible for re-election or re-nomination. If an elected member ceases employment with the University or resigns from the CET SCC during their term, the University will conduct an election as soon as practicable to replace the member until the next scheduled election.~~

~~51 Subject to the operational requirements of the University, time release shall be provided to staff representatives to perform those functions specified in this Agreement.~~



