

UNIVERSITY OF SYDNEY DRAFT ENTERPRISE AGREEMENT

The University of Sydney Enterprise Agreement ~~2009-2012~~ [\[insert dates\]](#)

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~~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 AND INTERPRETATION

3

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)~~ _____ 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.

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

Partner means the spouse of 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 an 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, ^{*}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 ~~Code~~ Codes 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

4.3 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

5.4 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

6.5 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 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~~ [to these awards](#);

(f) [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 to~~ 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;~~
 - (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
- (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.

ANTI-DISCRIMINATION

~~8 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 ~~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 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 - ~~INFORMATION FOR STAFF AND EMPLOYMENT CATEGORIES~~ 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,~~

11 — 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.

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

EMPLOYMENT CATEGORIES

~~17~~ **13** 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. **Basis.**

~~18~~ **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. Basis.

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.

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).

~~22 16~~ Nothing in clause ~~24 15~~ 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 ~~24 15~~.

Salary and conditions under fixed term contracts

~~23 17~~ 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

~~24 18~~ 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.

~~25 19~~ 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.

~~26 20~~ 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.

~~27 21~~ The minimum notification period under clauses ~~25 19~~ and ~~26 20~~ 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 ~~2 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 ~~27 21~~ due to uncertainty about the availability of External Funding, the University will notify the affected staff member within the timeframes specified in clause ~~27 21~~ 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 ~~only only~~' 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 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 staff 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 10 5 years	8
10 5 years or more but less than 12 6 years	20 10
12 6 years or more but less than 15 7 years	24 11
15 7 years or more but less than 20 8 years	30 13
20 8 years or more but less than 26 9 years	40 14
26 At least 9 years or more	52 16 weeks

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	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	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

34 24 No severance payments will be made to a staff member who:

(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;

(b c) was employed as a postgraduate fellow;

(c d) was employed as a replacement staff member;

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

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

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

(g h) 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;

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

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

(j k) 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;

(k l) 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

(m n) 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

~~35~~ 26 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

~~37~~ 27 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 ~~38~~ 28, 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.

~~38 28~~ 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.

~~39 29~~ Nothing in ~~clauses 37~~[clause 27](#) or ~~3828~~ precludes the termination of a postgraduate fellow's employment in accordance with this Agreement.

~~40 30~~ 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

~~41 31~~ 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.

~~42~~ 32 Applications under clause ~~41~~ 31(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 ~~24~~19 to 26.

~~34.~~

~~46~~ 35 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~~

<u>Period of Continuous Service</u>	<u>Severance pay (weeks)</u>
<u>More than 1 year but less than 2 years</u>	<u>4</u>
<u>2 years or more but less than 3 years</u>	<u>6</u>
<u>3 years or more but less than 4 years</u>	<u>7</u>
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	52

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~~ 36 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~~ 37 Casual ~~general staff~~ Professional Staff will be paid for a minimum of three hours per engagement except as follows:

<u>Work performed</u>	<u>Minimum payment</u>
Students performing work between Monday and Friday (except public holidays) during the	<u>One hour</u>

University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students.	
Retirees and persons with a primary occupation elsewhere (including with the University).	One hour
Examination Supervisors (invigilators) and Assistants.	One hour
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.	One hour Two hours

[38](#) Engagements for casual academic staff will be as specified in Schedule 1.

[52 39](#) 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

[53 40](#) 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

[54 41](#) 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~~ [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

[55 42](#) 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 ~~satisfactory~~ 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~~;

;

(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 56 43(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-

59 41.

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

~~62~~ 47 Staff other than ~~casual staff~~ Casual Staff may be employed on a probationary basis.

Probation period

~~63~~ 48 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 ~~67~~ 52 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 ~~67~~ 247 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

67 52 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.

54 69 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.

~~70~~ 55 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 ~~75~~ 59 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

~~75~~ 59 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.

76 60 The notice period in clause 75 59 will be taken to have commenced from the date that the ~~Performance Warning~~ written notification referred to in clause 73 57 was issued to the staff member.

77 61 The University may substitute payment in lieu of all or any part of any period of notice of termination.

78 62 The University must not terminate a staff member's employment under clause 75 59 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 — General staff 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

~~99~~ 74 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

~~100~~ 75 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

~~101~~ 76 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 ~~97~~ 71 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 ~~105~~ 80 and ~~106~~ 81, 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.

~~105~~ 80 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.

~~106~~ 81 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

~~107~~ 82 Salaries, allowances and overtime payments will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the staff member.

~~108~~ 83 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

109 85 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.

~~111~~ 87 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

~~112~~ 88 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

~~113~~ 89 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:

- 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
- 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:

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

~~95~~ ~~120~~ 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

~~96~~ ~~121~~ 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.

~~122~~ 97 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.

~~123~~ 100 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.

~~124~~ 101 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

~~125~~ 102 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.

~~103~~ ~~126~~ The first working day after Boxing Day public holiday will also be treated as a public holiday, in lieu of the August Bank Holiday.

~~127~~ 104 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~~ 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(c)~~ 111 a staff member must have been:

(i) ~~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~~ 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~~ [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

20 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 an if a staff member or a member of their immediate family or household member who 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.

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

~~151~~ ~~127~~ 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)~~ _____

(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.~~

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

~~156 130~~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.~~

.

LONG SERVICE LEAVE

Leave entitlement

~~157~~ 131 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 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](#) 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~~.

~~172~~ [146](#) 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.

~~173~~ [147](#) 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](#)

~~174~~ [148](#) 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

~~176~~ 150 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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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.

~~177~~ ~~151~~ Paid leave taken by a Partner under clauses ~~176~~~~150~~(b) or (c) will be paid at the female staff member's Salary or the Partner's Salary, whichever is the lesser.

~~178~~ ~~152~~ A staff member who has received benefits under clause ~~176~~~~150~~(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).

~~179~~ ~~153~~ 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

~~184~~ ~~158~~ 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~~ Parental Leave

~~188~~ ~~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.

~~190~~ ~~164~~ 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	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.

~~200 173~~ 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 staff SDOs (Professional Staff only) or time in lieu of overtime (General staff Professional 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

~~207~~ 180 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.

~~208~~ 181 Staff must comply with the University's Code Codes 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.

[226 189](#)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.

[190 227](#)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:

- 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
- 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:

- 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
- 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,

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 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.~~

242 201 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.

~~243~~202 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~~ 42 of this Agreement.

203 A ~~General staff~~ Professional 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~~ ~~207~~. ~~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.

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~~

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

~~(iv)~~ — 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 h)~~ 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~~ — ~~Clauses 266 214~~ Clause 215 to ~~290 do~~ 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) inviting expressions of interest in voluntary redundancy;
- (b) reducing numbers by natural attrition;
- ~~(b) (c)~~ offering part-time employment;
- (c) ~~redeployment;~~
- (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.~~

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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

~~268-217~~ 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 email 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.

~~270~~ 219 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.~~

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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~~ 231.

~~274~~ 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.~~

~~278 225~~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.

~~279 226~~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.~~

~~282 229~~ 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 ~~289~~ 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 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 ~~(if any)~~.

~~288~~—If a staff member who seeks redeployment is unable to be redeployed during the Notice Period ~~or (if any) 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.~~

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

~~292~~ 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~~ ~~293~~ 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)~~ ~~235~~ 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~~ ~~236~~; 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
4 years or more	8

~~301~~ ~~240~~Where a staff member who is required to undergo a medical examination pursuant to clause ~~291~~ ~~233~~ 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 ~~300~~ ~~239~~. The failure to undergo a medical examination pursuant to clause ~~291~~ ~~233~~ 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.

~~302~~ ~~241~~If at any time following the commencement of a process under clause ~~291~~~~233~~ or ~~293~~~~235~~ 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.

~~303~~ ~~242~~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

~~304~~ ~~243~~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
General Professional Staff	Over 1 year	2 weeks

Termination by the University

[306 245](#)Except as provided for in clause [307 246](#), 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.

[310249](#) 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 Management & Staff Consultative Committee](#).

~~311~~ 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)~~ 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 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~~

~~Employment Standards, the following procedures will apply:;~~

257 The following procedures apply to any dispute about the application or operation of this Agreement or the National Employment Standards:

- (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 ~~322~~ 257(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 ~~322~~ 257(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 ~~322~~257(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 a any right of appeal to a Full Bench of under the Fair Work Act 2009. Australia.

~~258 323~~ 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.

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).~~

SCHEDULES – TO BE INSERTED