

## **CPSU EB7 Draft Separate Professional Staff Agreement Jan 2013 vers.**

### **DEFINITIONS AND INTERPRETATION**

**3** In this Agreement:

**Agreement** means the *University of Sydney Professional Staff Enterprise Agreement 2012 - ----*

**Consultation** means a **process** by which the parties exchange information about a matter or issue, **provide relevant documents and details**, hold discussions to explain points of view **and genuinely understand and take into account the respective views in the decision making process**. Consultation does not necessarily mean that agreement can be reached.

**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 a General 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 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 delegated by the University Senate in relation to the management of matters pertaining to staff employment, performance and/or conduct;
- (b) the holder of an office to which authority has been delegated under a relevant University policy or Code of Conduct, including the University's Policy on Reporting Corruption, Maladministration or Serious and Substantial waste of Money and the Code of Conduct for Responsible Research Practice.

**Delegated Officer (Staffing)** means the Director Human Resources and such other person or persons appointed by the Vice-Chancellor to exercise the functions of Delegated Officer (Staffing) under this Agreement from time to time.

**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.

**Domestic Violence** means the following:

- (a) Behaviour by a person towards a family member of that person if that behaviour-
  - (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or (v) is coercive; or

- (v) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) Behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).
- (c) Without limiting subsection (a), domestic violence includes the following behaviour-
  - (i) assaulting or causing personal injury to a family member or threatening to do so;
  - (ii) sexually assaulting a family member or engaging in another form of sexually coercive behaviour or threatening to engage in such behaviour;
  - (iii) intentionally damaging a family member's property, or threatening to do so;
  - (iv) unlawfully depriving a family member of the family member's liberty, or threatening to do so;
  - (v) causing or threatening to cause the death of, or injury to, an animal, whether or not the animal belongs to the family member to whom the behaviour is directed so as to control, dominate or coerce the family member.
- (d) To remove doubt, it is declared that behaviour may constitute domestic violence even if the behaviour would not constitute a criminal offence.
- (e) For the purposes of this Agreement, economic abuse is behaviour by a person (the first person) that is coercive, deceptive or unreasonably controls another person (the second person), without the second person's consent –
  - (i) in a way that denies the second person the economic or financial autonomy the second person would have had but for that behaviour; or
  - (ii) by withholding or threatening to withhold the financial support necessary for meeting the reasonable living expenses of the second person or the second person's child, if the second person is entirely or predominantly dependent on the first person for financial support to meet those living expenses. For the purposes of this Agreement, emotional or psychological abuse means behaviour by a person towards another person that torments, intimidates, harasses or is offensive to the other person. (NTEU & CPSU joint clauses)

**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 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 per cent of costs (including on costs) of the position are provided from an identifiable source of externally funded.

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

**Funding contingent continuing employment** means full-time or part-time employment under a contract that is ongoing, subject to the continuing need and sufficient student fee funding for the staff member's position.

**Genuine retiree** means a person who is in receipt of any form of Australian retirement income.

**HEO** means Higher Education Officer and **HEO Level** means a General 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, 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 **that is within the scope of the normal duties of the employee.**

**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, any higher duties allowance payable at the relevant time.

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

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

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

**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 **or delegate**, (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 326 276 to 329 279** for the purposes of clauses **201** and **207**.

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

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

- (a) in the case of payments during leave, loadings and allowances will be paid only if the relevant loading or allowance would have continued to be paid had the staff member remained on duty; and
- (b) in the case of payments in lieu of leave and on termination of employment, loadings and allowances will be paid only if the relevant loading or allowance has been paid for a continuous period of 12 months.

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 of Conduct or the University's Code of Conduct for Responsible Research Practices;
- 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 Community and Public Sector Union and/or the National Tertiary Education Industry 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.

**4** 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** This Agreement commences operating 7 days after it is approved by Fair Work Australia and its nominal expiry date is **XXXX**

## **APPLICATION OF AGREEMENT**

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

- (a) any member staff exceeds the relevant HEO Level 10 salary rate specified in **Schedule 1** (as adjusted from time to time) by at least 50 per cent; and
- (b) staff to whom one or more of the following awards apply: *Entertainment and Broadcasting – Live Theatre and Concert Award 1998*, *Entertainment and Broadcasting – Live Theatre and Concert Award (State) 1998* or *Entertainment and Broadcasting – Theatre Managers’ Live Theatre Award 1998* or any successor to these awards.

## **7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- (a) 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:
  - (i) the arrangement permits the staff member to work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their Salary and any loadings to which they are entitled;
  - (ii) 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 (i) of this clause; and
  - (iii) the arrangement is genuinely agreed to by the University and the staff member.
- (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*;
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
  - (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 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.

## **8 ANTI-DISCRIMINATION**

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) 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.

#### **INDIGENOUS AUSTRALIANS EMPLOYMENT STRATEGY (NTEU & CPSU joint clauses)**

**10** The Parties' ~~are~~ committed to the principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice and cultural affirmation.

**11** The University will, in consultation with the Unions, review, improve and implement the *Aboriginal and Torres Strait Islander Employment Framework*, with the shared goal to rapidly increase Indigenous employment across and throughout the University.

**12** The University will increase the number of Aboriginal and Torres Strait Islander employees to no less than 215 by 31 March 2016 and will advise the Unions when that occurs.

**13** The University will provide the Unions with a Report as to the number of Aboriginal and Torres Strait Islander employees in March 2013, 2014, 2015 and 2016.

**14** If any party forms the view, at any time, that the target in (12) will not be met, or is unlikely to be met, the parties will meet, within one month of a party making a request, with a view to determining what measures must be taken to ensure that the target for 2016 will be met. Any agreed measures shall be reduced to writing and the University will be responsible for their full implementation.

**15** The University shall ensure that the following measures are undertaken jointly with the Unions:  
Development of a series of performance indicators for the *Employment Framework* which address:

- (a) Participation of Aboriginal and Torres Strait Islander employees in cultural and ceremonial activities;
- (b) maximising staff development opportunities along with the transfer of job skills and information in order to increase *Aboriginal and Torres Strait Islander* knowledge, independence, remuneration, job security and self-sufficiency;
- (c) increasing, encouraging and fostering *Aboriginal and Torres Strait Islander* employment and participation at all levels of work activity;
- (d) facilitating and encouraging the direct involvement of *Aboriginal and Torres Strait Islander* staff members in determining their own career strategies, goals and objectives; and
- (e) classifications of positions and mode of employment (i.e. casual, fixed term or continuing – Number and Full Time Equivalent) occupied by *Aboriginal & Torres Strait Islander* employees as compared to positions occupied by non-*Aboriginal & Torres Strait Islander* persons; and
- (f) Recruitment, retention and promotion of Indigenous staff.

**16** ~~11~~ Staff representation in the monitoring and implementation of the strategy will be facilitated by Union representation on the Indigenous Education Advisory Committee, chaired by the Deputy Vice-Chancellor (*Indigenous Strategy and Services*) who has responsibility for all indigenous matters, University-wide.

#### **AVAILABILITY OF AGREEMENT**

**17** ~~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**

**18** ~~13~~ This Agreement wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply, except for the National Employment Standards.

#### **UNIVERSITY POLICIES etc**

**19** ~~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, promotion and performance management and development.

## **NO EXTRA CLAIMS**

**20** ~~15~~ 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**

**21** ~~16~~ Staff will be provided with written confirmation of their employment category, classification, duties, salary (or hourly 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.

### **EMPLOYMENT CATEGORIES**

**22** ~~17~~ General staff may be employed in the following categories which are defined in, and regulated by, **clauses 18 to 47**:

- continuing employment;
- funding contingent continuing employment;
- fixed term employment; or
- casual employment.

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.

### **CONTINUING EMPLOYMENT**

**23** ~~19~~ In the case of **Professional** 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**

**24** ~~20~~ In the case of **Professional** 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.

#### **When may staff be employed on a fixed term basis?**

**25** ~~21~~ From the commencement of this Agreement, fixed term general staff appointments may be entered into only in the following circumstances:

- (a) to work on a specific task or project where a definable work activity has a starting ~~time date~~ and which is expected to be completed within ~~an anticipated~~ **the documented** 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) deleted
- (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~~ **no more than 18 months later**. 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 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; **or**
- (j) deleted
- (k) deleted
- (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.
- (m) deleted

**26** ~~22~~ Nothing in **clause 24** ~~25~~ affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement. 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 ??**.

#### **Salary and conditions under fixed term contracts**

**27** ~~23~~ Except where specified otherwise, provisions relating to salary (including incremental advancement), probation, termination of employment, leave and all other entitlements contained in this Agreement apply to fixed term **and continuing** staff.

#### **Further offers of employment and ending fixed term employment**

**28** ~~24~~ 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.

**29** ~~25~~ 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 term; and



(b) whether they will be offered a further term of employment.

**30 26** A staff member employed for a fixed term with a contingency instead of an end date will be notified in writing before the contingency is invoked.

**31 27** The minimum notification period under **clauses 28** and **29** will be as follows:

<b>Period of Continuous Fixed Term Service</b>	<b>Notification Period (weeks before specified end date)</b>
Less than 3 years	2 weeks *
3 years to less than 5 years	3 weeks *
5 years or more	4 weeks *

*\*The minimum notification period will be increased by one week for a staff member who has completed at least 2 years' continuous service and is aged 45 years or over.*

**32 28** If a decision about the retention of the position cannot be made within the timeframe specified in **clause 24** due to uncertainty about the availability of External Funding, the University will notify the affected staff member within the timeframes specified in **clause 26** to this effect and provide notification in relation to the retention of the position and further employment as soon as practicable thereafter.

**33 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; and
- (d) ~~deleted~~
- (e) incumbent's fixed term employment was not for any of the reasons specified in **clauses 21- 25 (g)** to **(l)**.

#### **Severance payments**

**34 30** Subject to **clause 38**, a staff member who has been employed on a fixed term contract:

- (a) a staff member who has been employed on a fixed term contract:
  - (i) requiring them to work on a specific task or project; or
  - (ii) that is externally funded, or
  - (iii) to undertake research 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) 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 ??** or **??**.

**35** ~~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:

<b>Period of Continuous Fixed Term Service</b>	<b>Severance pay (weeks)</b>
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

**36** ~~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~~ **35**:

<b>Period of Continuous Fixed Term Service</b>	<b>Severance pay (weeks)</b>
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 years	8
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

### **Savings Clause**

**37** ~~33~~ Subject to **clause 34 38**, 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 ineligible 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

**38 34** No severance payments will be made to a staff member who:

- (a) is offered suitable alternative employment, whether such offer is accepted or not;
- (b) was employed as a replacement staff member;
- (c) was employed for up to five years on a pre-retirement contract;
- (d) was employed for up to five years to undertake work where recent practical or commercial experience is required;
- (e) was employed for up to three years in response to a sudden and unanticipated increase in enrolments;
- (f) ~~deleted~~
- (g) was employed for up to two years where part or all of the organisational unit concerned is to be disestablished;
- (h) 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;
- (i) was employed to undertake an apprenticeship or participate in a traineeship scheme which includes an approved course of training or study; or

- (g) 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.

### **Delay of severance payments**

**39 35** 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.

**40 36** Subject to compliance with taxation laws, severance payments made under **clauses 35 34** to **37 33** will be treated as employment termination payments.

### **Contract Research Staff**

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

- (a) an appointee to 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, subject to the following requirements:
- (i) the staff member must have achieved a Performance Management and Development rating of at least "satisfactory", and
- (ii) the relevant Delegate must be satisfied that:
- (A) there is likely to be revenue or funding streams to provide continuing support for the staff member's employment, or
- (B) the staff member has generic and transferable skills in addition to their research speciality and those skills are subject to ongoing demand within the University.

**42** Contract research staff may apply to the relevant Delegate, in writing, for conversion to "funding contingent" continuity employment, and the relevant Delegate will review the application within 30 days of receipt of the application. The relevant Delegate will advise the employee in writing of the outcome of their application.

**43** The University will not unreasonably refuse conversion and will advise an applicant of the outcome in writing. Generally, applications for conversion **clause 41(c)** would not be approved in the following circumstances:

- (a) the criteria in **41(c)** are not satisfied; or
- (b) 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 conduct of the staff member has not been satisfactory.

**44** Contract Research Staff who have worked at the University for over ten years will be converted to continuing employment on a case by case basis, subject to achieving a Performance Management and Development assessment rating of at least "satisfactory", with defined objectives and key performance indicators.

**45** Contract Research Staff will be entitled to notification, access to renewal and severance pay in accordance with **clauses 28 24 to 38 34**.

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

<b>Period of Continuous Service</b>	<b>Severance pay (weeks)</b>
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 years	8
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.

### **Employment and Performance**

**48** It is not the intention of the University to utilise casual 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. Generally, where the nature of the work being offered fits one or more circumstances outlined in **Clause/s XXXX**, and is for a period of more than 12 months, casual employment would not be utilised.

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

**50** Without limiting the University's capacity to engage 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, post-graduate students) of the University may be engaged on a casual basis.

**51** Casual general staff will be paid for a minimum of three hours except as follows:

<p>Students performing work between Monday and Friday (except public holidays) during the University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students.</p> <p>Retirees and persons with a primary occupation elsewhere (including with the University). Examination Supervisors (invigilators) and Assistants. Persons engaged to perform work of a kind that is normally performed in agricultural, engineering or associated industries.</p>	<p>One hour</p>
<p>Persons engaged to perform work of a kind normally performed in hospitality industries, or nursing services.</p>	<p>Two hours</p>

**52** The performance of casual staff may be assessed in accordance with the University's Performance Planning and Development Program.

### Casual Service

**53** 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** The rates of pay for casual staff, are specified in ~~Schedule 1~~. These rates include a 25% loading in lieu of all forms of paid leave, ~~except where expressly provided for in this agreement~~; paid public holidays; notice of termination of employment; and severance benefits. Where it is anticipated that a casual staff member will be employed over an anticipated timeframe, the University may spread payments equally over the timeframe. If the anticipated number of hours or sessions are not worked, the staff member's payments will be adjusted accordingly.

## EMPLOYMENT CATEGORY CONVERSION

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

**55** Upon their appointment, the University will advise a casual staff member that, after serving qualifying periods, they may have a right to apply, in writing, for conversion.

**56** A casual Professional staff member who has performed their duties on a regular and systematic basis may apply for conversion to continuing or fixed term employment provided that the staff member has:

- (a)
  - (i) 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 in the case of general staff, over the immediately preceding period of at least 24 months;~~
  - (ii) been employed 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 in accordance with the University's Performance Management and Development Program (where no Performance Planning and Development assessment has occurred, the staff member will be considered to have performed satisfactorily); 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 Program and the Faculty's strategic directions.

**57** Where the primary duties of the casual staff member are related to a program that is reasonably expected to be discontinued at a known date 6 months or more after the application for conversion, a successful application will lead to the conversion to a fixed term appointment with an end date corresponding with the expected discontinuation of the program. In all other cases, with the exception of **58(c)** below, a successful application will lead to conversion to ongoing employment.

**58** The University may not unreasonably refuse an application for employment conversion. However it may refuse an application on reasonable grounds, including the following:

- (a) the casual staff member is a student, and their status as a student was the primary reason for their appointment;
- (b) the casual staff member is a genuine retiree;
- (c) the work performed by the staff member is predominantly related to discontinued programs or ~~discontinuing programs~~ programs that are reasonably expected to be discontinued within 6 months of application for conversion;
- (d) the casual staff member has another primary role in the University, either as a staff member or an independent contractor;
- (e) the 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 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

**59** A casual staff member whose application for conversion is refused will be provided with written reasons for the refusal, and will be advised in writing that they may not make a further application for conversion for at least 6 months except in circumstances where the staff member's application has been refused on the grounds specified in ~~clause 56(g)~~ **58 (c)** and a new vacancy arises and the expected discontinuation date of the relevant program is amended and is reasonably expected to be discontinued 6 months or more beyond any further application.

**60** A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this section.

#### **Applications for conversion from fixed-term employment to continuing or funding contingent continuing employment**

**61** Fixed-Term Staff who are employed on a second or subsequent contract on the basis of clauses ~~24~~ **25** (a), (c), (d), (e) or (f) and have at least three years' Continuous Service may apply for conversion to continuing employment subject to the following requirements:

- (a) the circumstances leading to the staff members employment under clauses ~~24~~ **25** (a), (c), (d), (e) or (f) have changed subsequent to the commencement of the latest contract and the primary duties of the staff member are now recognised as ongoing in nature, and
- (b) The staff member was initially employed on the basis of merit, through a transparent and competitive process that is consistent with University policy.

**62** Fixed-Term Staff who are employed on a second or subsequent contract on the basis of clause 04 (b) and have at least three years' Continuous Service may apply for conversion to "funding contingent" continuity of employment, subject to the following requirements:

- (a) The staff member was initially employed on the basis of merit, through a transparent and competitive process that is consistent with University policy
- (b) there is likely to be sufficient revenue or funding streams to provide continuing support for the staff member's employment; or
- (c) the staff member has generic and transferable skills, and those skills are subject to ongoing demand within the University.

**63** A fixed-term staff member must not be engaged and re-engaged in order to avoid any obligation under this section.

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

**55** Where the University establishes a continuing or fixed term position, a 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 and such an application for conversion will not be unreasonably refused. Generally, there will be conversion to continuing or fixed term employment provided that the 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 in the — case of 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 in accordance with the University's Performance Management and Development 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 Program and the Faculty's strategic direction.

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

- (a) — the casual staff member is a student, and their status as a student was the primary reason for their appointment;
- (b) — the casual staff member is a genuine retiree;
- (c) — the work performed by the staff member is predominantly related to discontinued, or discontinuing programs;
- (d) — the casual staff member has another primary role in the University, either as a staff member or an independent contractor;
- (e) — the 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 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



## **PART C: PROBATION AND CONFIRMATION — GENERAL STAFF (UNLESS OTHERWISE STATED)**

### **Employment on probationary basis**

**64 62** Staff other than casual staff may be employed on a probationary basis.

#### **Probation Period**

**65 63** The initial period of probation 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.

**66 64** ~~During~~ **Within two weeks of the half-way point of** the probation period, the staff member's performance will be assessed in accordance with the Performance Management and Development Program referred to in **Part H of this Agreement**, 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 evaluation with an overall rating of "satisfactory" or higher~~ **will occur provided the staff member has not been evaluated as having not met minimum expected standards.**

**67 65** A staff member whose performance is not meeting the required standard and who, as a result, is at risk of having their employment terminated in accordance with **clause 69 67** will be given a written notification to this effect (**a Performance Warning**). ~~The staff member will be provided with this at least two months before the end of the probation period and will be given an opportunity to improve their performance within this time.~~ This clause does not preclude the University from terminating the employment of a staff member in accordance with **clause 69 67** without such prior written notification where the staff member has ~~been found to have~~ engaged in Serious Misconduct.

**68 66** Where a 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 three months; or
- (b) during their initial probationary period or any extended probationary period, the staff member's employment may be terminated in accordance with **clause 69 67**.

### **Termination of employment during probationary period**

**69 67** 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 on one week's written notice; and
- (b) by the University, without notice or payment in lieu of notice if the staff member has ~~been found to have~~ engaged in Serious Misconduct.

**70 68** The University may substitute payment in lieu of all or any part of any period of notice of termination.

**71 69** The University must not terminate a staff member's employment under **clause 69 67 (a)** 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.

**72 70** The University must not terminate a staff member's employment under **clauses 69 67 (a) or (b)** unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them.

## **PART D: CLASSIFICATIONS, SALARIES AND ALLOWANCES**

### **Classifications and classification descriptors**

**73 79** The classifications and classification descriptors for all General staff to whom this Agreement applies except Trainees are set out in **Schedule 2**.

### **General staff classification assessment**

**74 80** General staff positions will be classified in accordance with the General 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.

**75 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) to avoid any doubt arising from (c), budgetary considerations must not be taken into account when classifying a position; (NTEU / CPSU joint clause) and
- (e) equity principles and the Classification Descriptors will be applied consistently across positions.

**76 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.

**77 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.

### **Professional staff position descriptions**

**78 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 that any work which has been performed for six months by the staff member with the knowledge of their Supervisor will be deemed to have been required for the period during which the work was 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.

**79 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.

**80 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**

**81 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.

**82 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.

**83** Classification reassessment must not be determined or influenced by budgetary or funding source factors. (NTEU & CPSU joint clause).

**84 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.

**85 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.

**86 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**

**87 92** A staff member may appeal to the CMP against a determination of the Classification Assessment team.

**88 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.

**89 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.

**90 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.

**91 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

**92 97** The rates of pay applicable to the classifications referred to in **clause 79 73** are set out in **Schedule 1**. These rates include the following increases during the term of the Agreement:

- XX% from the first full pay period on or after X XXXX 2012
- XX% from the first full pay period on or after X XXXX 201X
- XX% from the first full pay period on or after X XXXX 201X
- XX% from the first full pay period on or after X XXXX 201X
- XX% from the first full pay period on or after X XXXX 201X
- XX% from the first full pay period on or after X XXXX 201X

### Apprentices

**93 98** Apprentices will be paid in accordance with the following percentages of the Salary prescribed for the first step of HEO Level 3:

- 1st year XX%
- 2nd year XX%
- 3rd year XX%
- 4th year XX%

### Cadets

**94 99** 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 XX%
- 2nd year XX%
- 3rd year XX%

### Trainees

**95 100** 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) under the arrangements in place immediately before the commencement of this Agreement.

### Supported wage arrangements

**96 101** 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
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10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

### Salary advancement

**97** ~~102~~ On completion of twelve months' paid service, a staff member (other than a staff member who is 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 their performance has been assessed as "not meeting requirements" under the University's Performance Management and Development 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. **If the staff member has not undertaken a PPD review, salary advancement will be automatic.**

### Allowances

**98** ~~103~~ Allowances (other than higher duties allowances for General 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** ~~92~~ at the times specified in that clause.

**99** ~~104~~ Staff may be required to act temporarily in a position which is classified at a higher level than their substantive position. Subject to **clauses 84** ~~89~~ and **85** ~~90~~, 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 **possible** 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.

**100** ~~105~~ 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** 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

**101** ~~107~~ Salaries, allowances and overtime payments will be paid fortnightly by electronic funds transfer into a

financial institution account nominated by the staff member.

**102** ~~108~~ 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.

## **SUPERANNUATION**

### **Employer Contributions**

**103** ~~109~~ Subject to **clauses 104** and **105**, 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.

**104** ~~110~~ With effect from the commencement of this Agreement, employer contributions to Unisuper will be made at the rate of 17% of superable salary on behalf of staff employed on fixed term contracts with at least 12 months' Continuous Service, irrespective of whether the staff member makes employee contributions or elects to reduce their contributions through Unisuper's contribution flexibility arrangements.

**105** ~~111~~ 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**

**106** ~~112~~ 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.

**107** University remuneration packaging policy will include the option to package the cost of public transport ticket purchase for the purpose of commuting to and from work. Within three months of this agreement coming into operation, a working party consisting of 2 members of each staff union and up to 4 University representatives will convene to establish recommendations on public transport remuneration packaging policy. Such a working party will be reconvened as necessary to consider University policy following changes to public transport ticketing policies or similar government changes which are reasonably expected to have an effect on University policy.

## **PART E: PROFESSIONAL STAFF CAREER DEVELOPMENT (CPSU / NTEU joint clauses)**

**108** The University is committed to providing opportunities for Professional staff career development additional to staff performance development. This will be achieved through a number of initiatives, including but not limited to:

- (a) equitable opportunity to access temporary duties of a higher level position;
- (b) the provision of a diverse range of skill related training, both on the job and formal, designed to enhance career paths within the University of Sydney for Professional Staff;
- (c) attendance at training courses/programs or conferences;
- (d) research or project work;

- (e) support for ongoing accredited courses and education; and
- (f) access to relevant courses at the University of Sydney at a reduced cost.

It is recognised that this will be beneficial to both the University and Professional Staff assisted in this manner.

### **Career Development Opportunities**

**109** In assisting Professional Staff to build their skills and professionalism via career development initiatives, the University promotes a productive and engaged workplace facilitating and encouraging the direct involvement of staff members in determining their own longer-term career strategies, goals and objectives in alignment with the University's strategic aims. In order to achieve this, the University is committed to providing all employees:

- (a) the opportunity to access a personal career development plan that will lead to identifiable career opportunities;
- (b) equity of access to secondment and temporary transfer opportunities, and training and development and other relevant opportunities.

**110** The University will make funding available to support agreed career development plans and the University will report to employees and the Management and Staff Consultative Committee from time to time, and not less than annually, concerning the distribution of career development opportunities and funds.

### **Professional Staff Career Development Fund**

**111** From 1 January 2013 the University will establish a new General Staff Development Programme ("the Programme") supported by a General Staff Development Fund ("the Fund"). The purpose of the Staff Development Programme is to provide skill and career development opportunities to a broad range of general staff. The Programme and the Fund will be exclusive of any specific job-rated training provided to an employee to meet the immediate or imminent requirements of the employees' own job – for example, new enrolment software. The Programme and the Fund will be operated in accordance with the following:

**112** Not less than 1% of total general staff payroll (other than that paid to employees above HEO Level 9) will be allocated to the Fund in each calendar year, and any underspending will be carried forward to the next year.

**113** The Fund may be used for:

- a) The payment of study fees and costs, or HECS relief, and associated travel and incidental costs for study within the programme.
- b) The funding of secondments to other employers, study tours, conference attendances or like activities.
- c) Up to 50% of the salaries of an employee engaged primarily to organise or deliver the Programme.
- d) The cost of replacing the employee, or compensating a section or department of the University for the absence of an employee undertaking staff development under the programme, where these exceed two consecutive working days, or more than 38 hours in a year.

**114** The Fund may not be used for;

- a) More than \$15,000 specifically in respect of any one employee in one calendar year (which amount shall be indexed in accordance with pay increases under this agreement); or
- b) Expenses of the type described in 125 above, in respect of Level 10 employees.

**115** The Programme will include any study or other staff development activities undertaken by general staff, other than any specific job-rated training provided to an employee to meet the immediate or imminent requirements of the employees' own job. The existence of the Programme will be prominently promoted to all general staff and the University will specifically call for applications twice a year by email to all these staff. Specifically, the Programme will include activities;

- a) Which will significantly enhance the general performance of duties of the employee in his or her current position, including the maintenance of professional or discipline currency ; or
- b) Which will assist the employee to obtain a higher classified position to which the employee might reasonably aspire within the next five years; or

- c) To obtain generalist qualifications (e.g. Bachelor's Degree) where the employee does not hold qualifications at that Level; or
- d) To provide any training or study necessary for an employee who has been declared surplus but redeployed, to undertake a new position (this will not be subject to the expenditure limit in 3. e).

**116** The Programme will not be used to undertake study for specialist training or qualifications for which the University has no demand, or for specific training qualifications which are only significant for positions at a lower Level than that of the employee.

**117** The Programme will be operated by the University with the aim of supporting meritorious applications for assistance, up to the amount available in the Fund. In operating the Programme, the University will ensure that assistance is distributed reasonably proportionally among the different occupational groups (i.e. professional, technical, administrative, trades and services), between men and women, and between those at Levels 1-4 and 5- 9), except where disproportionality is due to a lack of applications for assistance. Particular support will be given to employees with more than four years' service who have had no previous support for staff development opportunities of the type covered by the Programme. The University will publish each year in February a Report showing the Level of support, and the Level of support by type of activity and cost (as specified in 2 above) and according to the groups of staff specified above.

**118** The University and the Union will confer at the request of either party about the operation of the Programme and Fund, and about any Policies or proposed Policies governing its operation. This clause does not create an entitlement of any individual employee to access to the Programme or the Fund. However, this does not prevent the settlement of a dispute about the operation of this clause, including the making of any decision by FWA to ensure its proper operation.

The fact that an activity is not approved to be supported under the Programme will not of itself mean that leave will not be granted for participation in approved study activity.

### **Secondment, Temporary Transfer and Employment Opportunities Registry**

**119** The University will appoint an officer to work in conjunction with SydneyRecruitment and in consultation with other relevant bodies to establish a University website based registry of temporary career development opportunities and other employment opportunities for staff.

**120** The registry will provide details of all internally advertised continuing, fixed-term and casual vacancies, and information concerning application to these vacancies.

**121** Managers of a work unit will be required to make available to this registry all short-term developmental secondments and temporary job exchange opportunities of more than one month but not more than 12 months, that arise within that work unit, and notify staff within that work unit, as far as is practicable, that an opportunity has arisen, and that the registry has been provided with details relevant to that work unit.

**122** The registry will provide a method for staff to register expressions of interest in opportunities notified on the registry, and will ensure that all staff have a reasonable chance to respond to opportunities before they are filled.

**123** Where a single staff member (only) provides an expression of interest and is considered to have the requisite skills and/or experience to undertake the duties of the position, the expression of interest will be considered to have been successful and the applicant will undertake the temporary role. The manager/s making the decision will bear in mind that:

- (a) secondments and temporary transfers are designed to provide development opportunities for staff to assist both in enhancing their careers at the University and in achieving the University's strategic objectives;
- (b) temporarily performing duties at a higher HEO level is a desired and effective method for Professional staff members to gain career enhancement opportunities; and
- (c) on-the-job training in the temporary position may be adequate to allow the staff member to participate in the secondment or temporary transfer if their skills or experience might otherwise disqualify them.

**124** Where a single staff member (only) provides an expression of interest and is unsuccessful, reasons for the decision will be provided in writing.

**125** Where more than one expression of interest is received, a decision will be made based upon the relative need for career development, as well as the relevant experience and skills of the interested staff, and unsuccessful staff will be provided with written reasons for the decision.



**126** Staff members on secondment will normally return to their substantive positions or comparable positions within the home School/Organisational unit at the end of the agreed secondment period. If structural changes occur during the course of the secondment and the substantive position no longer exists, or is substantially altered, the individual who has been seconded must be included in any consultation process and the home School/Organisational unit must comply with the provisions of The University of Sydney Enterprise Agreement and relevant policies.

**127** The registry will also provide for casual Professional Staff to register interest in temporary work opportunities, and include information regarding their experience and skills. Managers in work units who are experiencing vacancies expected to be of up to one months' duration due to staff leave or other factors, may invite expressions of interest from this register for short term work to cover such absences for up to one month.

**128** In the interests of the career development of University of Sydney Professional Staff, where vacancies of HEO levels 1-5 (excluding research positions or positions requiring highly specialised skills) are advertised, the selection committee will first consider internal applicants. If the selection committee determines that no internal applicants meet the essential selection criteria, it will then consider external applicants. This clause will not affect the operation of clauses XXX – XXX [*Seeking Redeployment* section], where applicants are seeking redeployment within the University. The registry will also publicise all opportunities for redundancy related Voluntary Position Exchanges as described in clause ???.

**129** University Management and the Unions will, via the Management and Staff Consultative Committee, analyse trends related to the provision of opportunities via the Registry at least annually, and may agree to review relevant University policy in order to improve equity of access to such opportunities.

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

### **HOURS OF WORK**

**130** ~~113~~ ordinary weekly full-time working hours for staff employed under this Agreement are as follows:

- Farm staff: 38 hours;
- Staff who are responsible for the care of animals other than farm staff: 38 hours; or
- All other General staff: 35 hours.

Details of working hours for General staff are set out in **Schedule 4**.

### **PART-TIME EMPLOYMENT**

**131** ~~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.

**132** ~~115~~ 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.

**133** ~~116~~ Where part-time General staff are required to work additional hours, they will be paid at the following rates:

- (a) where the total hours worked on any one day do not exceed 20% of the ordinary weekly hours of an equivalent full-time staff member, the additional hours are paid at the staff member's ordinary rate of pay; and
- (b) where the total hours worked on any one day exceed 20% of the ordinary weekly hours of an equivalent full-time staff member and the staff member's position is at HEO Level 9 or below, the additional hours are paid at the overtime rates specified in **clause ?? of Schedule 4**.

**134** ~~117~~ 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**

**135** ~~118~~ General 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.

**136** ~~119~~ Staff employed on a ~~seasonal~~, part-year or annualised employment basis may elect to:

- (a) have their hours of work averaged over a 12 month period and be paid fortnightly according to their averaged hours; or
- (b) be paid for the hours that they actually work, and take accrued paid leave, or when paid leave entitlements are exhausted, unpaid leave, during periods that they are not required to work.

**137** ~~120~~ An election made pursuant to **clause 103** will be operative for a minimum of 12 months, and may be altered by the staff member no more than annually.

#### **FLEXIBLE WORKING ARRANGEMENTS**

**138** ~~121~~ Staff who provide care for members of their immediate family or household are entitled to apply for flexible working arrangements for up to twelve months, or longer by agreement between the staff member and their Supervisor.

**139** ~~122~~ 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. The University must genuinely consider the application including alternative proposals by the staff member.

**140** ~~123~~ Applications for flexible working arrangements may only be refused on reasonable business grounds. The University will not unreasonably refuse an application for flexible working arrangements. If an application is refused, the University must provide detailed written reasons to the staff member.

**141** ~~124~~ 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.

#### **SCHEDULE 4:**

##### **DAY WORK AND SHIFT WORK**

**142** Staff to whom this Agreement applies will be employed as either day-workers or shift-workers.

**143** A day-worker (other than a student employed on a casual basis) is a staff member who works their ordinary hours within the span 7.00am to 7.00pm Monday to Friday, excluding public holidays. Students employed on a casual basis work their ordinary hours within the span 7.00am to 7.00pm, Monday to Saturday.

**144** By agreement between the University and a staff member who is a day-worker (other than a student employed on a casual basis), the staff member may work within the span 7.00am to 7.00pm Monday to Saturday, excluding public holidays if they wish to do so, provided that their weekly working hours are arranged to enable them to have at least two days off within the calendar week.

**145** Students employed on a casual basis may work their ordinary hours within the span 7.00am to 10.00pm, Monday to Saturday if they request to do so.

**146** A shift-worker is a staff member who works according to a shift roster and whose span of hours of work a week may extend beyond 7.00am to 7.00pm Monday to Friday.

##### **ABSENCE FROM DUTY**

**147** A staff member who reports for duty after their normal starting time, and/or who ceases duty before their normal finishing time, and who does not provide a satisfactory reason to the University for their absence, will lose salary equivalent to the duration of the absence(s), calculated to the nearest quarter of an hour.

##### **MEAL BREAKS AND RELATED MATTERS**

**148** Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay.

**149** A shift-worker may take a paid crib break instead of a meal break with the approval of their Supervisor.

**150** Staff who are required to work overtime must take unpaid meal breaks of at least 30 minutes in accordance with **clause 7** of this **Schedule**. Staff are entitled to a meal allowance as specified in **Schedule 3** where a meal break falls due and is taken during a period of overtime.

### **FLEXIBLE WORKING HOURS ARRANGEMENTS**

**151** Arrangements under this clause provide flexibility for the University and staff in relation to working hours. Participation in the Scheduled Day Off or Flexible Working Hours Arrangements is not an automatic entitlement and is subject to agreement by the supervisor. All support staff (excluding casuals) will be eligible to apply to their supervisor for participation in the schemes. Supervisors will take into consideration both organisational and individual needs in determining if flexible working arrangements are to apply. A supervisor will provide written reasons for declining a request for a flexible working hours arrangement. Staff may work flexible hours, subject to the following:

- (a) staff must be in attendance during the core hours set for their work area from time to time;
- (b) with the approval of their Supervisor, staff members have flexibility in terms of their attendance outside of core hours;
- (c) all hours worked and absences must be recorded formally for accrual/audit purposes;
- (d) staff may work flexible hours outside their number and span of ordinary hours specified in **clause 3** of this **Schedule** if agreed to by their Supervisor. Such hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements;
- (e) time may be accrued only by working additional time; no time is accrued during leave or public holidays; and
- (f) flexible working hours will normally be approved for day-workers only. However, flexible hours may be approved by a Supervisor for shift-workers subject to the operational needs of the work unit.

**152** As far as practicable, the pattern of hours worked to accrue time and take flexible time off, will be agreed between each staff member and their Supervisor. Where agreement cannot be reached, the hours worked will be determined by the Supervisor provided that staff must be permitted to take accrued flexible hours off as a whole day.

**153** Staff are entitled to work 19 days with one scheduled day off (**SDO**) within a four-week cycle, but may elect to take seven hours (or seven hours and 36 minutes in the case of 38-hour week staff) flexible time off within the same four-week cycle.

**154** Subject to agreement between a staff member and their Supervisor, flexible time off hours and SDOs may be accumulated over a six month cycle as follows:

- (a) 35 hour staff: up to 42 hours flexible time off or six SDOs; or
- (b) 38 hour staff: up to 46.5 hours flexible time off or six SDOs.  
15 Accrued hours or SDOs not taken within the six month accrual cycle will be forfeited except where a staff member has been unable to utilize them due to management decisions in which case they may be carried over to the next cycle.

**155** A staff member who retires or resigns will be paid in lieu of up to six accumulated SDOs.

**156** Alternative local arrangements that had been implemented at the workplace level to provide flexibility for the work area and staff before the commencement of this Agreement will continue unless alternative arrangements are entered into. Such arrangements will be as set out in the relevant University policy in place at the commencement of this Agreement.

**157** If a Supervisor wishes to alter an approved local arrangement, the Supervisor will discuss the matter with the affected staff with a view to reaching agreement. Where agreement cannot be reached, the proposed arrangement will be referred for review under **clauses 317** and **318** of this Agreement.

### **SHIFT LOADINGS**

**158** Subject to **clause 159** of this **Schedule**, the following shift loadings are paid to shift-workers in addition to their ordinary rates of pay:

<b>Shift</b>	<b>Definition and conditions</b>	<b>Loading</b>
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Early morning	Starts between 4.00am and 6.00am, Monday to Friday	10%
Day shift	Starts between 6.00am and 10.00am, Monday to Friday	Nil
Early afternoon	Starts between 10.00am and 1.00pm, Monday to Friday	10%
Afternoon	Starts between 1.00pm and 4.00pm, Monday to Friday	12.5%
Night	Starts between 4.00pm and 4.00am, Monday to Friday	15%
Permanent night	At least 2/3 of rostered shifts in each roster period are night shifts	30%
Saturday	Any shift worked on a Saturday	50%, which is substituted for and not cumulative upon any other shift loading
Sunday	Any shift worked on a Sunday	75% which is substituted for and not cumulative upon any other shift loading
Public Holiday	Any shift worked on a public holiday	As specified in clause 128, which is substituted for and not cumulative upon any other shift loading

**159** The loadings specified in **clause 19** of this **Schedule** do not apply to students employed on a casual basis who agree to work outside the span of 7.00am to 7.00pm, Monday to Saturday. Where a student requests to work outside this span (for example, casual student shelvers in the Library), the University may agree and ordinary casual rates will be paid for work performed between the hours of 7.00pm to 10.00pm Monday to Saturday.

#### **WORK ROSTERS FOR SHIFT-WORKERS**

**160** Supervisors and managers will take into account, as far as it is practicable to do so, matters of work / life balance, equity, family responsibility and commuting time when rostering staff, including the rostering of staff to shift work.

**161** The University will post rosters showing the ordinary starting and finishing times for each roster/shift that staff are required to work.

**162** Subject to **clause 165** of this **Schedule**, at least 72 hours' notice of shift changes and seven days' notice of roster changes will be provided. Consultation will normally occur at the local level in relation to proposed changes.

**163** A shift or roster may be changed at any time to enable the functions of the University to continue, for example, where a shift-worker is absent because of illness or emergency.

**164** If a roster is altered under **clause 165** of this **Schedule**, and a staff member is required to work on a day which would have been their day off within the roster, the time worked by the staff member on that day will be paid at overtime rates specified in **clause 177** of this **Schedule**.

**165** If a public holiday falls on a staff member's rostered day off, they will receive an extra day's leave or may take a day's pay at the ordinary rate in lieu. The leave must be taken at a time convenient to the staff member and the University.

**166** Places in rosters may be interchanged by agreement between staff members and their Supervisor, provided that the University does not incur any additional shift or overtime penalties as a result of the interchange.

#### **OVERTIME**

##### **Requirement to work overtime**

**167** As far as it is practicable to do so, staff will work overtime on a voluntary basis.

**168** Supervisors and managers will take into account, as far as it is practicable to do so, work / life balance, equity, family responsibility and commuting time when allocating overtime.

**169** The University may require a staff member to work reasonable overtime.

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

- (a) outside the staff member's ordinary span of work hours; or
- (b) within that ordinary span of work hours, but outside the number of ordinary hours the staff member would work on a day (or is formally rostered to work on that day); or
- (c) on a Saturday, Sunday or public holiday.

**171** Except as provided in clause **174** below, the University may require a staff member to work reasonable overtime.

**172** An employee may refuse to work overtime, without prejudice or disadvantage to their employment, in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including work / life balance, equity, family responsibility and commuting time;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

**173** If possible, staff will be given at least 48 hours notice of overtime to be worked. A staff member who is not given 48 hours notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.

#### **Eligibility for overtime payment**

**174** A staff member whose Salary does not exceed the maximum Salary for a Higher Education Officer Level 9 is entitled to overtime pay or, where a staff member chooses, time off in lieu of overtime pay. In special circumstances, the University may make overtime payments or provide time off in lieu to staff whose Salary exceeds this amount.

#### **Overtime payments and time off in lieu of payment**

**175** Overtime payments and time off in lieu will be calculated as follows:

- (a) Monday to Saturday: one and a half times the ordinary rate of pay (or hours worked) for the first two hours and double time thereafter;
- (b) Sunday: double time; and
- (c) Public Holidays: two and a half times the ordinary rate of pay (or hours worked)

Payments and time in lieu will be calculated to the nearest quarter of hour and a minimum payment of four hours (or three hours in the case of essential work on Sundays or public holidays for feeding animals, watering etc) will be made for overtime worked on a day that is not an ordinary working day for the staff member concerned.

**176** Time off in lieu of payment must be taken at mutually agreed times. A staff member may accrue up to three weeks' time in lieu within a six month period, and time not taken by the end of the six month period will be paid out at overtime rates specified in **clause 177** of this ~~Schedule~~.

**177** A casual staff member who is required to work more than 20% of the ordinary weekly hours of an equivalent full-time staff member on any one day will receive the greater of the overtime rates specified in **clause 175** of this ~~Schedule~~ or the casual loading specified in **clause 54** of this Agreement, but not both.

**178** A staff member who works overtime must have at least ten consecutive hours off between work on successive days, if reasonably practicable.

**179** If a staff member works overtime and does not have ten consecutive hours off before their normal starting time on the next day, the staff member:

- (a) must be released at the end of the overtime until they have had ten consecutive hours off, unless the Supervisor directs the staff member to continue working; and
- (b) must be paid for the time they would have normally worked in the ten consecutive hours off work.

**180** If a staff member resumes or continues work as directed by their Supervisor without having ten consecutive hours off, the staff member:

- (a) must be paid at the overtime rate until they are released from work; and
- (b) is entitled to be absent for ten consecutive hours without loss of pay for work occurring in that absence.

**181** If a shift-worker works overtime for the purpose of changing shift rosters, or does not report for work, and a day-worker replaces them, then ~~clauses 179 35~~ and ~~180 36~~ of this ~~Schedule~~ apply as if eight hours were substituted for ten hours.

### **Taxi Vouchers**

**182** The University acknowledges that public transport schedules may be erratic after standard working hours, and that risk to employee personal safety is generally increased when leaving work after nightfall. To mitigate against this increase in potential risk, the University will make taxi cab-charge vouchers available to staff whose rostered or overtime work ends at or after the following times:

- (a) 8pm where employee working during Eastern Standard Time
- (b) 9pm where employee working during Eastern Daylight Savings time.

**183** Cabcharge vouchers will be available up to the value of \$40.00 and are designed to facilitate the safety of staff members travelling between the University and the nearest appropriate public transport point, and between public transport and their home.

**184** The \$40 cab-charge limit will be adjusted appropriately to meet any increases in taxi fares.

### **ON CALL ARRANGEMENTS**

#### **Requirement to be on call**

**185** The University may roster staff to remain "on call" outside their ordinary working hours, i.e. contactable and available to return to work within a reasonable time or deal with matters by telephone or computer, whichever is required.

**186** The University will provide staff with access to equipment (such as mobile phones), and reimbursement for telephone calls and travel expenses in accordance with University policy.

#### **On call allowance**

**187** Staff will receive either an "on call" allowance in accordance with **Schedule 3** or an agreed annual loading when they are rostered and available for on call duties.

#### **Payment for work performed while on call**

**188** Where a staff member who is on call and is entitled to paid overtime is required to perform duties, overtime will be paid in accordance with the applicable overtime rate specified in ~~clause 175 31~~ of this ~~Schedule~~ for the time worked, subject to the following conditions:

- (a) where work is performed from home, a minimum payment of one hour's pay will be made, provided that where a staff member is called more than once in a day in relation to a matter that they could

reasonably have been expected to resolve during their first call, additional payment will be made only if the total time worked (i.e. during the first and subsequent call) exceeds one hour;

- (b) where a staff member is required to return to work, they will receive a minimum payment of four hours' pay (including travelling time) provided that where a staff member is required to return to work more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first attendance, they will receive a minimum payment of four hours' pay irrespective of the number of call-backs, and travelling time will be paid for one return trip only; and
- (c) where a staff member is required to return to work after attempting to solve a problem at home, they will receive a minimum payment of four hours' pay for all work performed (including any time worked at home and travelling time).

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

### **PUBLIC HOLIDAYS**

**189** ~~125~~ Staff (other than 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.

**190** ~~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.

**191** ~~127~~ Part-time staff who would normally have worked on a particular day but for the occurrence of a public holiday will be paid for the proportion of time that they would normally have worked.

**192** ~~128~~ A 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 158** of ~~Schedule 4~~.

### **ANNUAL LEAVE**

**193** ~~129~~ Subject to **clause 196** ~~132~~:

- (a) staff (other than 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) will be entitled to five weeks' paid annual leave for each 12 months of continuous paid service, accruing on a pro rata basis.

**194** ~~130~~ 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. Seven day shift-workers will not be paid shift loadings for public holidays occurring during a period of annual leave.

**195** ~~131~~ 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.

**196** ~~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 ~~XXXX~~, 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 197** ~~133~~ to **199** ~~137~~.

**197** ~~133~~ Staff may accumulate up to 40 days' annual leave entitlement. However, where a staff member has accrued more than 40 days annual leave, they may be directed to take annual leave in accordance with **clause 120**. 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 in accordance with **clause ???**.

**198** ~~134~~ Staff may be directed to take annual leave or be considered to be on annual leave in the following circumstances:

- ~~(a) — staff may be directed to take a minimum of 10 days' annual leave within any 12 month cycle at a time convenient to the University;~~
- ~~(b) — 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 the close down period. During each annual closedown period falling 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 effect from 1 January 2010, a staff member who, at 31 October 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 the following year, unless the annual leave is taken. If not, the staff member will be directed to take, and considered to be, on annual leave from 1 February 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 118 (c)** a staff member must have been:
  - ~~(i) — advised to take annual leave;~~
  - ~~(ii) — notified in writing that they will be deemed to have taken their leave if not taken by 1 February; and~~
  - ~~(iii) — given the opportunity to take the excess leave.~~~~

~~**135 Clause ???** does not apply to a staff member 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** 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 18 months of the commencement of this Agreement.~~

~~**199** **137** 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 118** or directed to be taken at the conclusion of the period of leave.~~

~~**200** **138** 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.~~

~~**201** **139** Staff are normally expected to take all their accrued leave prior to the end of their employment with the University.~~

#### **Interaction with sick leave**

~~**202** **140** 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.~~

#### **Payment in lieu of accrued annual leave**

~~**203** **141** 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 3** 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

**204 ~~142~~** Staff (other than casual staff and seven day continuous shift-workers) will receive an annual leave loading payment in December each year. Subject to **clauses 205 ~~143~~ to 207 ~~145~~** 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;

**205 ~~143~~** 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 and English language teaching staff) and Level C, step 3 for Academic staff at 30 November immediately preceding the payment date.

**206 ~~144~~** 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 204 ~~142~~ or 205 ~~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.

**207 ~~145~~** 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

**208 ~~146~~** Staff other than 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) <b>or</b> 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

\* 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 from that date.

**209 ~~147~~** If a public holiday, as defined in **clause 189 ~~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/carer's leave on that public holiday unless they would have otherwise been required to work on that day.

**210 ~~148~~** No payment is made in lieu of unused sick leave on termination.

**211 ~~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 ???**

### Domestic Violence Leave (NTEU / CPSU joint clauses)

#### Principle

**212** The University recognises that some of its staff may experience situations of violence and abuse in their domestic life that may impact on their attendance or performance at work. The University is committed to providing support to staff that experience domestic violence.

#### Practice and Procedure

**213** No adverse action will be taken against any employee whose work is affected as a result of experiencing domestic violence.

**214** The University will appoint a Domestic Violence Support Officer (DVSO) who will be trained in domestic violence and privacy issues for example, training in family violence risk assessment and risk management, and advertise the functions and name of the DVSO within the University.

**215** An employee experiencing domestic violence may raise the issue with their immediate supervisor or the DVSO.  
The supervisor may seek advice from the DVSO if the employee chooses not to do so themselves.

**216** All personal information concerning domestic violence will be kept confidential in line with University policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

**217** Where requested by an employee, the DVSO will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide.

**218** To enhance this clause, within three months of this Agreement being approved by Fair Work Australia a consultative committee, consisting of equal management and unions representation, will be convened for the purpose of developing protocols and relevant policies in connection with assisting staff who are experiencing and/or report domestic violence.

### **Leave**

**219** An employee experiencing domestic violence will have access to 20 days paid special leave for medical appointments, legal proceedings, seeking safe housing and other activities related to dealing with domestic violence.

**220** Leave in 18(a) will be in addition to existing leave entitlements and may be taken as consecutive days or single days or as a fraction of a day.

**221** An employee who supports a person experiencing domestic violence may also take personal leave to assist a person in court, with child care or medical/hospital appointments.

### **Support for Staff Experiencing Domestic Violence**

**222** In order to support a person experiencing domestic violence and provide a safe workplace the University will approve any reasonable requests for the following:

- (a) Changes to hours of work;
- (b) Relocation to suitable employment where this is able to be identified;
- (c) Changes to phone numbers or email addresses;
- (d) Other appropriate measures such as family friendly hours and flexible working arrangements.

### **Carer's Leave**

**223** ~~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. Additional paid leave may be approved by the Delegated Officer (Staffing) in exceptional circumstances where leave is required to care for an immediate family or household member who is seriously ill and the staff member has exhausted their paid carer's leave entitlement.

**224** ~~151~~ Staff with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.

**225** ~~152~~ To assist staff with family responsibilities, a Supervisor may agree to them:

- (a) up to two weeks annual leave in single days;
- (b) taking accrued time off in lieu of overtime;

- (c) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated; and/or
- (d) entering into flexible working arrangements under **clauses 138 ~~121~~ to 141 ~~124~~**.

### **Compassionate leave**

**226 ~~153~~** A staff member is entitled to paid compassionate leave in accordance with the *Fair Work Act 2009* 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**

**227 ~~154~~** Subject to providing notification and medical certificates or other documentation as specified in **clause 229**, 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 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 or household member.

The staff member and their Supervisor will agree on the period for which the staff member will be entitled to be unavailable to attend work. If agreement cannot be reached, the 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.

**228 ~~155~~** The University will not fail to re-employ a casual staff member because they accessed the entitlements provided for in this clause. The rights of the University to employ or not to employ casual staff are otherwise not affected.

### **Notification and supporting evidence**

**229 ~~156~~** 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, a statutory declaration or other documentation that is acceptable to the University):
  - (i) for any single period of absence of five 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 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**

**230 ~~157~~** Staff other than 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' 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 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 on half pay, accruing proportionately, for each subsequent period of five years in excess of 15 years' service.

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**

**231** ~~158~~ 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**

**232** ~~159~~ 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.

**233** ~~160~~ 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**

**234** ~~161~~ 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 3** in relation to paid leave and payments in lieu of leave.

**235** ~~162~~ On termination of a staff member's employment, payment will be made in lieu of leave accrued in accordance with **clause 230** ~~157~~. Where at the time of termination a staff member has 5 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.

**236** ~~163~~ If a staff member dies, the payment referred to in **clause 234** ~~161~~ or **235** ~~162~~ will be paid to their estate unless otherwise required by law.

#### **Calculation of service and leave entitlements**

**237** ~~164~~ 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.

**238** ~~165~~ For the purposes of **clause 237** ~~164~~ 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.

**239** ~~166~~ Long service leave accrues on a pro rata basis during any period of paid leave taken at less than full pay.

**240** ~~167~~ Service with other Australian Universities will be recognised in accordance with the University Long Service Leave policy in place at the commencement of this Agreement.

**241** ~~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 235** ~~162~~ to **240** ~~167~~ will not be disadvantaged in respect of the calculation of their entitlements for any period of employment before that date.

## PARENTAL LEAVE

### Definitions

~~242 169~~ For the purposes of ~~clauses 243 170 to 272 193~~:

**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 3~~ for leave purposes) paid to the staff member in respect of her substantive position.~~

**Parental leave** means an unbroken period of adoption leave, maternity leave, primary care giver leave, or broken or unbroken partner leave. ~~or special maternity leave.~~

**Partner leave** means paid or unpaid parental leave taken by a staff member in accordance with ~~clause ???~~.

**Primary 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

~~243 170~~ A staff member's total absence on 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 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 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.

~~244 171~~ Where a staff member's partner is also a member of University staff, the staff member's entitlement to parental leave is reduced by any period of parental leave taken by their partner other than the period of five days paid partner leave which may be taken in accordance with ~~clause 18211~~.

~~245 172~~ Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after 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.

~~246 173~~ Public holidays falling during a period of parental leave count as part of the parental leave, and no additional payment or adjustments to the period of parental leave will be made.

### Unpaid parental leave

~~248 174~~ Staff (including casual staff as defined in ~~clause 175~~) may take up to 52 consecutive weeks' unpaid parental leave (or 104 weeks, if approval has been given for extended unpaid leave) in connection with the birth or adoption of a child.

~~249 175~~ To qualify for unpaid parental leave under ~~clause 174~~ a 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 **parental** leave

**250** ~~176~~ Female staff A staff member (other than casual staff) who is the primary care giver are is entitled to 36 weeks paid maternity **parental** 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 for the child.
(c) More than 2 years	In addition to (b), and subject to the conditions in <del>clauses 177 and 179</del> the equivalent value of 22 weeks' Salary, which may be taken as: (i) 22 weeks paid maternity leave; or (ii) 38 weeks paid maternity leave at 60% of Salary; or unded return to work program (without necessarily resuming full duties) which may include a mix of: (A) staff development opportunities (including funding or time release for further study, research funding and/or conference leave); or (B) other return to work assistance approved by the University; or (C) a combination of the entitlements specified above equivalent in total to the value of 22 weeks' Salary; or (D) leave by her Partner, provided that her Partner works for the University and will be the primary care giver for the child.

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

~~178~~ A staff member who has received benefits under ~~clause 176(e)~~ 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(b)~~.

~~179~~ A staff member who applies for the benefits referred to in ~~clause 176(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 (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(e)~~.

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

### Special maternity **Parental** leave and sick leave

~~181~~ 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

**251** A female staff member may apply for unpaid parental leave, or may take paid sick leave, for a pregnancy-related illness, or if her pregnancy terminates before the expected date of birth, unless:

(a) the pregnancy terminates by miscarriage, or due to medically required circumstances after 20 weeks of pregnancy. In such circumstances, the staff member is entitled to 2 weeks paid parental leave.

### Partner leave

**252** ~~182~~ A staff member (other than casual staff member) is entitled to:

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

(b) five days' paid Partner leave (**flexible short partner leave**) to be taken, broken or unbroken, at any time during the period from 2 weeks prior to the expected birth or placement of the child and up to 6 months after the actual birth or placement of the child. Flexible short partner leave cannot be taken while the employee is accessing leave under clause **11 (c)** (**extended partner leave**); and

~~(b)~~(c) a further unbroken period of unpaid leave to be the primary care giver for the child (**extended partner leave**), subject to compliance with **clause 17602**.

**253** If the pregnancy terminates by miscarriage, still birth, or due to medically required circumstances after 20 weeks of pregnancy, or the child dies within 4 weeks of birth, the partner is entitled to 2 weeks paid partner leave.

#### **Paid adoption leave**

**254** ~~183~~ The provisions of **clause 176** (paid maternity parental leave) and **18211** (Partner 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**

**255** ~~184~~ The University will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

#### **Fixed Term and Casual Employees**

**256** The University must not refuse to re-engage a fixed-term or casual employee because

- (a) the employee or the employees' partner is pregnant; or
- (b) the employee is currently, or has been in the immediate past, absent on parental leave

#### **Effect of expiry of fixed term contracts**

~~185~~ Except as provided in ~~clauses 186~~ and ~~187~~, a staff member employed on a fixed term contract will cease to have an entitlement to parental leave on the expiry of their contract.

**257** If the contract of a fixed-term employee on parental leave expires before they have used all paid parental leave, they will be entitled to be paid the balance as a lump sum unless the staff member was offered and refused an offer of a further fixed term contract of employment which was broadly comparable to their existing position. This entitlement will not extend the period of the contract.

**258** ~~186~~ 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 parental** leave unless 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.

~~(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.

**259** ~~187~~ Where a female staff member is on **maternity parental** leave at the time their 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 parental** leave to which ~~she~~ **they** would have been entitled had ~~her~~ **their** contract not expired.

#### **Casual Parental Leave**

**260** A casual employee who is pregnant is entitled to 14 weeks paid parental leave and up to 38 weeks unpaid parental leave provided that:

- (a) she has 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
- (b) she has been employed in a regular and systemic way over the immediately preceding period of at least 24 months; and
- (c) she has not accessed paid parental leave from any other employer for the pregnancy.

**261** Casual employees who do not meet the requirements of clause 176 above, but who have been engaged on a regular and systemic basis over at least the preceding 12 months, and who have a reasonable expectation of ongoing employment will be entitled to take up to 52 weeks of unpaid parental leave.

**262** A casual employee who takes parental leave will remain an employee of the University for the period of the parental leave.

**263** A casual employee who receives paid parental leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12 months immediately preceding the date on which the parental leave is commenced.

### **Contract Research Staff**

**264** The University will establish a central fund, separate to grant funding, to allow staff employed on a research grant basis access to 14 weeks paid parental leave. Such staff will also have access to up to 38 weeks unpaid parental leave.

### **Return to work after parental leave**

**265** ~~188~~ A staff member is entitled to return to the position that he or she held immediately before taking 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~~ parental 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.

**266** ~~189~~ A staff member may apply to work part-time after return from 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. **An application to return to work on a part time basis may only be refused on reasonable business grounds. Where an application is refused the University will provide the staff member with detailed written reasons for the refusal.** *[additional related material to apply in Redundancy and Redeployment Part of agreement]*

**267** ~~190~~ A female staff member may apply to return to work from ~~maternity~~ parental 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.

**268** ~~191~~ A staff member may apply to extend their period of approved 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 on service**

**269** ~~192~~ Paid 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.

**270** ~~193~~ **Except as provided for in clauses ?? and ?? below,** Unpaid 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 will count as service for the purposes of long service leave.~~ Unpaid parental leave does not break continuity of service.

**271** ~~except in that~~ **In the case of staff with at least ten years' paid service, up to six months unpaid parental leave will count as service for the purposes of long service leave.**

**272** Where the employee has received a rating of satisfactory or better in their previous PPD review, periods of unpaid Parental Leave or Extended Partner Leave will count as service for incremental progression purposes. Where no PPD review has occurred in the 12 month period immediately preceding the start of the unpaid parental leave or extended partner leave, that leave will count as service for incremental progression purposes.

### **INDIGENOUS STAFF - CULTURAL AND CEREMONIAL LEAVE**

**273** ~~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

**274 195** 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.

**275 196** 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

**276 197** Where a staff member who takes paid leave fails to forward such fees to the University, the period of their 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

**277 198** Staff serving on a part-time basis in the Australian Defence Forces Reserves are entitled to paid leave to attend

Defence Forces training as follows:

	Calendar days per calendar year	
	Annual training	School, class or course of instruction
<b>Navy</b>	13	13
<b>Army</b>	14	14
<b>Air force</b>	16	16

**278 199** 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.

**279 200** The University may refuse an application to attend training if it is not convenient for the University at the time, but approval will be given for leave to attend equivalent training at an alternative convenient time.

## EMERGENCY SERVICES LEAVE

**280 201** The University will grant up to ~~three~~ **five** days' paid leave per year for the purposes of undertaking voluntary emergency management activities and related training.

**281 202** 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.

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

## SPECIAL LEAVE

**282** ~~203~~ 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**

**283** ~~204~~ 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**

**284** ~~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 412** ~~322~~ of this Agreement in relation to the staff member's employment;
- (b) will be permitted to take annual leave, accrued flex-time (General staff only) or time in lieu of overtime (General 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 284** ~~205(a)~~, but may retain such fees as may be paid to them (if any) in respect of other matters.

#### **CAREER DEVELOPMENT LEAVE**

**285** ~~206~~ Staff may convert up to five days of their accrued sick leave each year to career development leave. Such 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.

**286** Staff will provide their supervisor with a description of the career development program/activity; details of where the career development will be undertaken; a statement on how the leave may be beneficial to their career development; and provide any supplementary/supporting documentation.

**287** The University may not unreasonably refuse an application for career development leave.

**288** This section will be read in conjunction with **Part E: Professional Staff Career Development**

### **PART G: MANAGEMENT OF WORK AND PERFORMANCE**

#### **PRINCIPLES**

**289** ~~207~~ Staff may be directed by the University to carry out such duties as are consistent with the nature of their appointment, classification 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 / **community** 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.

**290** ~~208~~ Staff must comply with the University's Code of Conduct and Code of Conduct for Responsible Research Practice.

## INTELLECTUAL FREEDOM

**291** ~~209~~ The parties are committed to the protection and promotion of intellectual freedom within the University, including the rights of staff to:

- (a) participate in the representative institutions of governance within the University in accordance with the statutes, rules and terms of reference of the institutions;
- (b) express opinions about the operation of the University and higher education policy in general;
- (c) 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
- (d) express unpopular or controversial views, provided that in doing so staff must not engage in harassment, vilification or intimidation.

**292** ~~210~~ 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.

## WORKLOAD

**293** Should a Staff Member or group of staff have a concern about their workload, the matter should initially be raised with their immediate Supervisor. A staff member or staff members may be assisted by a representative during such discussions. The Supervisor will examine the concerns raised and attempt to resolve the matter. Indicators of an unreasonable workload may include:

- (a) an ongoing or regular and cyclical requirement to work excessive hours;
- (b) unsustainable work patterns;
- (c) inequitable distribution of tasks within a team or work unit;
- (d) inability to take annual leave;
- (e) excessive work volume;
- (f) high levels of staff turnover;
- (g) decline in Staff Members motivation, morale or performance;
- (h) negative effects on the health of a staff member or group of staff members.

**294** If agreement on a course of action to remedy the workload issues is not reached, and the workload issues are identified as being of a fluctuating or seasonal nature and as having caused staff to work excessive hours, the supervisor will, with the agreement of the majority of staff in the work unit, institute a trial Flexible Working Hours Arrangement under clause -- of the agreement within the work unit, where it is operationally possible to do so. Such a trial will be undertaken for a period of not less than three months. At the conclusion of the trial period, and in consultation with staff in the unit, the supervisor will review the trial. If the Flexible Working Hours Arrangement is discontinued after the trial without the agreement of the majority of staff in the work unit, detailed reasons will be provided in writing to staff in the unit and alternative remedies will be sought.

**295** Should the supervisor fail to act in response to staff concerns, or should the supervisor take action, including action described in clause **193** above, but staff concerns remain after such action, staff in the affected unit, or their representatives may raise the matter with the supervisor's supervisor.

**296** Should staff concerns remain unresolved after consideration by the supervisor's supervisor, affected staff or their representative may raise the matter for the attention of the Management and Staff Consultation Committee, who will form a Professional Staff Workload Assessment Committee, comprising of a minimum of 2 members from each staff union and the Director of Human Resources.

**297** The Professional Staff Workload Assessment Committee will consider data and evidence required to establish the actual workload situation, including:

- (a) actual hours worked, whether authorised or not;
- (b) any changes in staffing levels over time;
- (c) any changes in volume of work generally, and in any measurable transactions or relevant student/staff ratios;
- (d) any changes to the nature and requirements of work;
- (e) any impact of deadlines and the cyclical arrangement of work;
- (f) any significant time in lieu accruals, use of personal leave, and other forms of leave;
- (g) Staff Member(s) experiences and/or concerns.

**298** Where, following a workload assessment, it is established that the Staff Member(s) is/are undertaking an unreasonable workload the University will take appropriate steps to address the Staff Member(s) workload.

**299** If the matter remains unresolved following finalisation of the report by the Professional Staff Workload Assessment Committee, and where the Committee has identified excessive workload, the Staff Member(s) or their representatives may refer the matter to the Disputes Settling Procedures of this Agreement.

**300** Nothing in this Agreement precludes staff addressing workload related matters in accordance with *Work Health and Safety Act 2011* (NSW).

## **PART H: PERFORMANCE PLANNING AND DEVELOPMENT**

### **PERFORMANCE PLANNING AND DEVELOPMENT PROGRAM**

**301 ~~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.

**301 ~~241~~** A key element to achieving these objectives is the University's Performance Planning 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 Planning and Development Program and appropriate staff development activities.

**302 ~~242~~** All staff are required to participate in the Performance Planning and Development Program in accordance with the University's policies and procedures, and will have access to a range of staff development opportunities. Supervisors, Reviewers and staff will undertake training in relation to the Performance Planning and Development Program.

**303 ~~243~~** The performance of casual staff may be assessed in accordance with the Performance Planning and Development 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 56**

**304** Performance planning and development outcomes are not normally rated, except when a supervisor in reviewing a plan believes there is evidence to suggest that the staff member is not performing satisfactorily, in which case the procedures in clause **313 ~~246~~** are followed.

**305** If a supervisor has concerns about a staff member's performance or conduct, the matter should be discussed at the time the concerns are identified. Discussions about performance or conduct should not be limited to the performance planning and development review meeting.

**306** If a staff member who is covered by the Enterprise Agreement is failing to perform their duties to a satisfactory standard or has received an evaluation of 'not met minimum expected standards', the procedures in clause **313 246** of the Enterprise Agreement will apply.

**307** If the staff member disagrees with an evaluation, they may make a submission to the executive supervisor, who will consider the submission. If the staff member is not satisfied with the executive supervisor's decision, the executive supervisor or staff member may refer the matter to the head of the administrative unit, who will evaluate the evidence, and whose decision will be final.

**308 245** The University will consult with staff through the Management and Staff Consultative Committee in relation to the operation of the Performance **Planning** and Development Program.

**309** All Professional staff required to participate in the Performance Planning and Development Program will have a current and up to date duty statement prior to engagement in the process. Should a duty statement not be available, or should the available duty statement be out of date, the career development aspects (only) of the Performance Planning and Development Program will proceed, and no formal assessment of performance will be undertaken.

**310** All procedures relating to the Performance Planning and Development Program will be designed and undertaken fairly and objectively according to the principles of natural justice.

**311** Where a Professional staff member is concerned that their supervisor has not fulfilled their responsibilities in relation to or arising from the Performance Planning and Development Program, the Professional staff member may bring their concerns to the attention of their supervisor's supervisor. The Professional staff member may also request a meeting with their supervisor's supervisor to discuss their concerns. This meeting may include a representative of the Professional staff member's choice, including a Union representative but not a barrister or solicitor in private practice.

## PERFORMANCE IMPROVEMENT

**312 246** Where a staff member receives an overall performance rating of "not meeting objectives" or otherwise fails to perform their duties to a satisfactory standard, the staff member's Supervisor will be required to provide counselling and develop a performance improvement plan 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 timeframe within which the necessary improvements are required.

## UNSATISFACTORY PERFORMANCE

**313 247** Where attempts to improve a staff member's performance through guidance, counselling and a performance improvement plan under **clause 312 246** 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. 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.

**314 248** 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 performance warning if the Supervisor considers that the staff member is at risk of having their employment terminated if their performance does not improve to the required standard. The performance warning will advise the staff member in general terms of the relevant provisions of this Agreement.

**315 249** 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 timeframe 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 247 313**. The report will also be given to the staff member who will have ten days to respond, in writing, to the relevant Delegate.

**316 250** 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 249 315**. 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 416 326 to 419 329**. A request for a review must be made within 5 working days of receipt of notice of the advice to the staff member of the proposed Disciplinary Action.

**318 251** Where a staff member seeks a review, a Review Committee will be convened within 10 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 10 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 313 247 to 315 249**, 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.

**319 252** 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**

**320 253** 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 320 253 (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 10 days to respond to the allegations. If the staff member admits the allegations in full, the relevant Delegate may take Disciplinary Action. In other cases the relevant Delegate may 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 before doing so:
  - (i) the relevant Delegate must be satisfied that the staff member has been given a

reasonable opportunity to respond to the allegations against them; and

- (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 416 326 to 419 329**. A request for a review must be made within 5 working days of receipt of notice of the proposed Disciplinary Action.
- (iii) 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) ~~anytime 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???(a)**, the relevant Delegate may suspend the staff member with or without pay. 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 ??? (d)(d)(ii)**.~~
- (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. Such review will be conducted within five days of receipt of the request from the staff member, and a determination will be made within ten days of receipt of the request. The suspension without pay will continue during the review period; and~~
  - (v) ~~any lost salary and other entitlements will be reimbursed if the decision to suspend without pay is overturned or it is determined by the relevant Delegate that the alleged misconduct is not substantiated. If it is determined that the alleged misconduct is partly substantiated, the relevant Delegate may exercise a discretion to reimburse all or part of the lost Salary and entitlements.~~
- (g) ~~A staff member who is excluded from the University will be permitted reasonable access to the University for the preparation of their case and to collect personal property.~~

**321 254** Where a staff member seeks a review, a Review Committee will be convened within 10 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 10 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 320 253**, 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 321 254** may treat evidence given to the Investigator, and the report of the Investigator in so far as it constitutes direct report of the facts, as evidence.

**322 255** 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 to 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 320 253 (d)(iii)** apply to any final determination made under this **clause 322 255**.

**323 256** 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 313 247 - 322 255**.

#### **Workplace Bullying (CPSU / NTEU joint clauses)**

**324** The University is committed to providing a workplace that is free from bullying and harassment. All staff have a right to work in an environment free from bullying, and to be treated with dignity and respect.

**325** All managers and supervisors are responsible for actively intervening to prevent and stop bullying behaviour that is occurring in their workplaces, whether or not a complaint is received.

**326** All staff have a responsibility to ensure they do not promote or engage in bullying behaviours.

**327** All staff are entitled to use, and are subject to, the Workplace Bullying Prevention Policy and Resolution Procedure, which is incorporated into this Agreement.

**328** Allegations of bullying behaviour made against an employee may be investigated under the terms of the Misconduct or Serious Misconduct part of this agreement. Where allegations of bullying are made against an employee who has previously had similar allegations upheld on two or more occasions, any such allegations will be investigated under the terms of the Misconduct and Serious Misconduct part of this agreement and will determine whether such behaviour represents a pattern.

## **PART I: MANAGING CHANGE**

### **PRINCIPLES AND APPLICATION (CPSU / NTEU joint clauses)**

**329 257** 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, **successful** 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" **in this context** means a process by which the parties exchange information about a matter or issue **in a transparent and timely manner overall, and with regard to each phase of the change process**; hold discussions to explain points of view; and take into account the views of the other party/parties. **Consultation offers a genuine opportunity for those affected by the change to influence the decision makers**. 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 --- (dispute settlement and review); and
- (e) the managing change process described in this clause applies to changes in:
  - (i) work activities or services;
  - (ii) hours of operation or working hours;
  - (iii) organisational structure and work processes including the deletion of positions;



- (iv) technological change ~~or~~;
- (v) the redeployment of staff members;
- (vi) transfer of staff to other work locations, including a new employer;
- (vii) a reduction in the number of positions in a work unit;
- (viii) any proposal to contract out the work currently performed by a staff member, to commence using, or increase the use of independent contractors or labour hire workers to perform types of work currently undertaken by staff members;
- (ix) opportunities for further development, promotion or tenure within a work unit, including their enhancement, elimination or diminution.

### Overview of Process

**330** A completed process of managing change will include the provision to affected staff of three written change documents, a draft change proposal, a formal change proposal, and a final change proposal, including an associated implementation plan. Early and transparent consultation will take place in the working up of each proposal. The expected timing of the provision of the formal change proposal and the final change plan will be set out in the draft change proposal, and will be subject to consultation and discussions with affected staff. The timing of the consultation and rate of change will allow staff adequate time to provide meaningful input, and to consider their options. At each phase of the change process, staff input will be responded to in a genuine manner, and as promptly as is practicable. Consultation with affected staff will inform the development of each proposal as outlined in clauses ??-??). Each written proposal will:

- (a) acknowledge, consider, and respond to the views of those affected staff;
- (b) be provided in electronic format to each affected staff member who has been allocated a university email address, or in hardcopy format to those staff lacking a university email address;
- (c) be appended to a central University staff "Change Proposals" webpage where staff of the University may access it in order to provide feedback into the process;
- (d) be provided to the CPSU and NTEU in electronic format for their consideration.

### Process

**331 258** 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.

**332 259** 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.

**333 260** 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. **Consultation at this stage means that** the views of staff will be sought and considered ~~on~~ in working up the draft proposal and suggestions of staff will be noted in the written draft. **As soon as is practicable following its completion, the draft proposal will be directly provided to all affected staff within the work unit. The draft proposal will also include:**

- (a) the proposed organisational chart for the business unit;

- (b) a description of proposed changes to positions, including proposed new positions.
- (c) an indication of any planned changes corresponding to those identified in **clause 329(e)**.

**334 261** If the University decides to proceed with the change, managers will prepare a formal written change proposal. This formal proposal will include engagement with **and response to** 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;
- (f) the timing of the consultation and implementation of change;
- (g) implications for staff including changes in **organisation, location**, 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.

**335** Following the formal change plan, further consultation with affected staff will occur prior to the development of a written Final Change Plan. This final proposal will include engagement with and responses to the views of staff on the formal change proposal, and these will be illustrated in the final proposal.

**336 262** 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.

**337 263** 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.

**338** A staff member employed on a continuing or fixed term basis whose position remains in the new structure and is not significantly changed will continue to hold the same or substantially similar position in accordance with their contract of employment.

**339 264** 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.~~

## **PART J: REDEPLOYMENT AND REDUNDANCY**

### **EXCLUSION OF CERTAIN CATEGORIES OF STAFF**

**340 265** Clauses **341 266** to **370 290** do 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) research staff employed on a continuing (funding contingent) basis.

## JOB SECURITY

**341 266** The University has a goal of maintaining the overall size of its workforce. However, where any such reductions occur, the University is committed to minimising involuntary redundancies, will endeavour to utilise them only as a last resort. If the University decides to reduce the number of staff, it will first consider measures such as:

- (a) reducing numbers by natural attrition;
- (b) offering part-time employment;
- (c) redeployment;
- (d) transferring or seconding staff, or arranging suitable alternative employment;
- (e) offering voluntary early retirement schemes;
- (f) inviting expressions of interest in voluntary redundancy; and / or
- (g) voluntary position exchange.

## VOLUNTARY EARLY RETIREMENT SCHEMES

**342 267** 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.

## REDUNDANCY

### Declaration of redundancy

**343** A staff member's position will only be declared redundant if the University no longer requires the functions, duties and responsibilities of the position to be performed by anyone.

**344 268** Following informal discussions, where the University determines 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 written notification and offer of voluntary redundancy is dispatched by certified mail or delivered by hand to the staff member or their nominated Representative (**the Notice Period**). The offer of voluntary redundancy 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.

**345 269** 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.

**346 270** The Notice Period will be extended by any period of paid maternity leave which falls within the 12 week period.

### Voluntary Position Exchange

**347** Where a staff member's position has been identified for redundancy and the staff member does not wish to end their employment relationship with the University, that staff member may seek a voluntary position exchange prior to redundancy.

**348** A voluntary position exchange occurs when a staff member whose position is to be made redundant and who does not wish to accept a redundancy (**the Exchanger**) exchanges employment positions with another staff member whose position has not been identified for redundancy but who wishes to accept a redundancy (**the Exchangee**). The Exchanger then takes up the position of the Exchangee, and the Exchangee accepts the position that is to be made redundant.

**349** A staff member whose position has been identified for redundancy, and who is interested in seeking a Voluntary Position Exchange has until the close of the Consideration Period to successfully organise a Voluntary Position Exchange. Should the staff member reach agreement on an exchange, the Exchangee will receive the Notice Period minus any time already taken to agree to the exchange within the original consideration period. The Exchangee may not seek redeployment.

**350** A Voluntary Position Exchange will normally occur under the following circumstances:

- (a) the Exchanger and the Exchangee have made a genuine agreement to conduct the exchange; and
- (b) the Exchanger and the Exchangee are of the same HEO Level (excluding incremental steps); and

- (c) the Exchanger undertakes similar duties to the Exchangee, and is considered to have the skills and experience required to successfully continue the duties of the Exchangee.

### Consideration period

**351 ~~271~~** The staff member will be given a Consideration Period of four weeks from the commencement of the Notice Period to decide whether to:

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

**352 ~~272~~** Where a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the offer 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.

**353 ~~273~~** On voluntary redundancy, the staff member will receive payment in lieu of the balance of the Notice Period under **clause ~~268~~** (if applicable) and severance payments in accordance with **clause ~~289~~**.

**354 ~~274~~** 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

**355 ~~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.

**356 ~~276~~** 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.

**357 ~~277~~** Where a member of **Professional** 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.

**358 ~~278~~** 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.

**359 ~~279~~** 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

**360 ~~280~~** 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~~**.

**361 ~~281~~** 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, 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~~**.

**362 ~~282~~** Where a staff member who has sought redeployment is unable to be redeployed, either at the conclusion of the Notice Period, or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy. The staff member will be given notice of the cessation of their employment or payment in lieu of notice as set out below and severance payments under **clause ~~289~~**.

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*

### Review of redundancy decision

**363** ~~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.

**364** ~~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.

**365** ~~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.

**366** ~~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**.

**367** ~~287~~ If the staff member elects to seek redeployment they will be able to consider redeployment opportunities during the balance of the Notice Period.

**368** ~~288~~ If a staff member who seeks redeployment is unable to be redeployed during the Notice Period or if a staff member makes no election, their employment will end on grounds of involuntary redundancy at the end of the Notice Period and they will receive severance payments under **clause 289**.

### Severance Payments and Related Conditions

**369** ~~289~~ Staff who are entitled to severance payments under **clauses 273, 281, 282, 286 or 288** 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**.*

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

Completed years of Continuous Paid Service	If less than 45 years of age	If at least 45 years of age
Less than 2 years	4 weeks' Salary	5 weeks' Salary
2 years but less than 3 years	7 weeks' Salary	8.75 weeks' Salary
3 years but less than 4 years	10 weeks' Salary	12.50 weeks' Salary
4 years but less than 5 years	13 weeks' Salary	16.25 weeks' Salary
5 years but less than 6 years	15 weeks' Salary	18.75 weeks' Salary
6 years but less than 7 years	17 weeks' Salary	21.25 weeks' Salary
7 years but less than 8 years	19 weeks' Salary	23.75 weeks' Salary
8 years but less than 9 years	21 weeks' Salary	26.25 weeks' Salary
9 years but less than 10 years	23 weeks' Salary	28.75 weeks' Salary
10 years but less than 11 years	31.25 weeks' Salary	
11 years but less than 12 years	33.75 weeks' Salary	
12 years but less than 13 years	36.25 weeks' Salary	
13 years but less than 14 years	38.75 weeks' Salary	
14 years but less than 15 years	41.25 weeks' Salary	
15 years but less than 16 years	43.75 weeks' Salary	
16 years but less than 17 years	46.25 weeks' Salary	
17 years but less than 18 years	48.75 weeks' Salary	
18 years but less than 19 years	51.25 weeks' Salary	
19 years or more	52.18 weeks' Salary	

**370 290** 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 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 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; 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 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.

- (i) whenever a full time staff member converts to part time in accordance with clause **269** or clauses XXX-XXX of this agreement, [the *Flexible Working Arrangements* part] any redundancy payment made will be calculated at the full time salary rate.

## **PART K: WORKERS COMPENSATION, AND MANAGING ILL HEALTH AND INJURY**

### **WORKERS COMPENSATION (NTEU / CPSU joint clause)**

**371** The University is committed to providing a safe and healthy work environment for all staff. In the event a staff member suffers illness or injury the University is committed to protecting their income and supporting their rehabilitation.

#### **Income Protection Scheme**

**372** From the date of approval of this Agreement the University will extend its workers compensation insurance to ensure all staff will be covered by an Income Protection Scheme (IPS).

**373** The University's IPS will provide for benefit payments equivalent to the full pre-illness/injury weekly earnings (including shift penalties, overtime and other allowances and loadings, if a General Staff member) for extended work absence that arises from a staff member's illness/injury.

**374** The University's IPS must not include any limit on the number of weeks a staff member is entitled to benefits for illness/injury. To avoid doubt, a staff member entitled to benefits under the IPS will receive such benefits until fit to return to work or until retirement.

#### **Journey Insurance**

**375** From the date of approval of this Agreement, the University will extend its workers compensation insurance to ensure all staff will be covered by Journey Insurance.

**376** For the purposes of this Clause, a journey will be covered by the University's Journey Insurance if such a journey is travel, regardless of mode, between the staff member's residence and the place they are required to attend for work. To avoid doubt, the University's Journeys Insurance will provide coverage for diversions from the direct route of travel between the staff members residence and the place a staff member is required to attend for work for personal administration including, but not limited to, dropping children at childcare/school and/or children's activities, attendances on medical professionals, financial institutions or advisers, the post office or supermarket.

**377** The University's Journey Insurance will provide for benefit payments equivalent to the full pre-illness/injury weekly earnings (including shift penalties, overtime and other allowances and loadings, if a General Staff member) for extended work absence that arises from a staff members illness/injury incurred in their journey.

#### **Medical and Rehabilitation Costs**

**378** From the date of approval of this Agreement, the University will extend its workers compensation insurance to ensure all staff will be covered for medical treatment and rehabilitation costs incurred as a result of illness or injury.

#### **Legal Costs**

**379** The University will meet all reasonable legal costs incurred by an ill/injured employee who makes a claim under the *Workers Compensation Act 1987 (NSW)* or its successor. Notwithstanding the University bearing such costs, the injured staff member will retain the legal representative of their choice.

#### **Payment of Premiums**

**380** The University will pay all premiums under this clause at least monthly.

**381** In the event that the University fails to pay premiums or fails to enrolle all staff it will be solely liable for any costs resulting from this clause.

## **MANAGING ILL HEALTH AND INJURY**

### **Medical Examination**

**382** ~~291~~ 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.

**383 292** Where a staff member is required to undergo a medical examination under **clause 382 291**:

- (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 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 and / or the staff member's doctor 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**

**384 293** 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:
  - (i) 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.

**385 294** Where the University proposes to terminate a staff member's employment for a reason specified in **clause 384(a) 293 (a)** the staff member must be given written notification of the proposed termination. The staff member will be given 7 days to respond to the notification, and may request a review of the proposed termination by a Medical Review Panel.

**386 295** 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 385 294**; 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.

**387 296** Where a staff member requests a review in accordance with **clause 385 294**, 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.

**388 297** The Medical Review Panel will review the decision that the staff member is unfit for duty as defined



in **clause 384** ~~293~~.

**389** ~~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 Panel being convened under **clause 387** ~~296~~ (or such longer period as may be reasonably necessary for it to complete its review).

**390** ~~299~~ After considering the Medical Review Panel's report the University will make a final determination in relation to whether to terminate the staff member's employment.

**391** ~~300~~ 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** and a severance payment in accordance with the following scale:

Period of Continuous Fixed Term Service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

**392** ~~301~~ Where a staff member who is required to undergo a medical examination pursuant to **clause 382** ~~291~~ 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 391** ~~300~~. The failure to undergo a medical examination pursuant to **clause 382** ~~291~~ 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.

**393** ~~303~~ 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**

**394** ~~304~~ 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.

#### **Resignation or retirement**

**395** ~~305~~ 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
<b>General Staff</b>	Up to 1 year	1 week
	Over 1 year	2 weeks

#### **Termination by the University**

**396** ~~306~~ Except as provided for in **clause 308**, the University may terminate the employment of a member of General 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.

**397** ~~307~~ 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 ???**, where applicable.

**Payment in lieu of notice**

**398** ~~308~~ 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**

**399** ~~309~~ A Management & Staff Consultative Committee (**M&SCC**) will be convened to provide a forum for consultation between the University and the Unions on **the implementation of the agreement and on** matters pertaining to the employment of staff including the matters listed in **clause 402** ~~312~~. In addition to the matters relevant to all staff, the M&SCC will address issues specifically relevant to General staff.

**400** ~~310~~ The M&SCC will comprise:

- (a) ± **2** staff representative nominated by the CPSU;
- (b) ∓ **2** staff representatives nominated by the NTEU; and
- (c) 4 management representatives.

**University advisers and an official of each Union may also attend meetings of the M&SCC.**

**401** ~~311~~ The University will provide reports to the M&SCC 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 405** ~~315~~

**402** ~~312~~ Issues to be examined by the M&SCC 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.

**403 313** The M&SCC will also:

- (a) examine specific change management proposals where requested by a Union under **clause ???**;
- (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 member 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 ???(c)**.

**404 314** 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 4 days before each meeting. The M&SCC will convene at least quarterly and may meet more frequently if required at the request of a Union or the University.

## **ENVIRONMENTAL SUSTAINABILITY**

**405 315** 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 representative on the M&SCC will appoint two members who will sit on the Emissions Reduction Working Group.
- (c) The staff representatives on the M&SCC will appoint 2 members who will sit on the Emissions Reduction Working Group.
- (d) **Within 6 months of approval of this agreement, the University will, in consultation with the Management and Staff Consultative Committee, develop a strategy to provide commuter support for staff who walk or ride bicycles to work, including:**
  - (i) providing secure bicycle cages;
  - (ii) making available (free of charge) change d\facilities such as lockers, showers and drying racks;
  - (iii) staff bicycle user groups;
  - (ix) support for staff purchasing bicycles and bicycle insurance. (NTEU)

## **REVIEW OF ACTIONS AND DECISIONS AND DISPUTE SETTLING PROCEDURE**

### **Principles**

**406 316** 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 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**

**407 317** 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, 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)**

**408 318** Where attempts to resolve the matter under **clause 407 317** 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.

**409 319** The Delegated Officer (Staffing) will inform affected parties of the action to be taken within 10 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.

**410 320** The right to request a review under **clause 408 318** does not apply to any action or decision relating to:-

- ~~(a) Academic promotion;~~
- ~~(b) Applications to participate in the Special Studies Program for Academic staff; or~~
- ~~(c) any other matter in relation to which an alternative review or appeal procedure is provided in this Agreement or any University policy.~~

**411 321** 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**

**412 322** 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:

- (a) in the first instance the affected staff member(s), and where they choose, a representative of their Union, 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 412 322 (a)**, the affected staff members or their Union in its own right may request further discussions with more senior levels of management and/or such other staff as may be appropriate to resolve the dispute. If no such request is made within 5 working days of the discussions under **clause 412 322(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.

Fair Work Australia may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of Fair Work Australia, subject to a right of appeal to a Full Bench of Fair Work Australia.

**413 323** Except where a genuine safety issue is involved, staff will continue to work in accordance with their contracts of employment while the procedures outlined in **clause 412 322** are being applied, ~~subject to the proviso that nothing in this clause precludes or in any way limits the University's capacity to terminate a staff member's employment under **clause 67, 75, 282, 293 or 306**~~

- ~~(a) the University will not change anything which is the subject of a dispute;~~
- ~~(b) the parties to a dispute must not take any industrial action or any action to make the dispute worse.~~

**and the University will not change anything which is the subject of the dispute. The parties to a dispute must not take any industrial action or any action to make the dispute worse.**

**414 324** 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.

**415 325** 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

**416 326** The Review Committees referred to in **clauses 316 250, 320 253, 363 283 and 408 318** will be comprised as follows:

- (a) a Chair appointed by the Vice-Chancellor from a panel of Chairs established in accordance with this clause;
- (b) a management nominee appointed by the Vice-Chancellor; and
- (c) staff nominee nominated by the designated Staff Representative of the M&SCC.

**417 327** ~~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. A panel of Chairs will be established by the University following consultation with 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.~~

**418 328** 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.

**419 329** 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**

**420 330** 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.~~

**421 331** The University will provide sufficient funding funding to each Union Branch President's work unit to cover 50 per cent 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**

**422 332** 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 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.

**423 333** 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**

**424 334** 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.

**425 335** ~~Each Union~~ The CPSU and NTEU 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~~ the CPSU and NTEU.

## **PRESERVATION OF EXISTING CONDITIONS**

**426 336** 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~~ **Professional** 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**

**427 337** 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*.